



NCPA



Bid #45-22 Technology Solutions, Products, & Services

Due: November 17, 2022 @ 2:00 PM

A Technology Proposal created for NCPA

Submitted on 11/16/22

SUBMITTED BY BLUUM USA, INC.

Trenton Brackley, Regional Director of Sales

Phone Number: 210-497-3144

Fax Number: 210-497-3288

Email Address: trenton.brackley@bluum.com

bluumTM



November 17, 2022

While we continue to introduce the Bluum and Bluum Technology brands (formerly Trox + Tierney) publicly, we wanted to provide you, our customer, with an important update.

Effective in February and March 2022, the following corporations filed amendments to their articles of incorporation to change their names as indicated as follows:

New Affiliate Name	Superseded Affiliate Name	FEIN <i>(Same as Previous)</i>
Bluum Technology Canada, Inc.	<i>CDI Computer Dealers Inc.</i>	98-0385056
Bluum USA, Inc.	<i>Troxell Communications, Inc.</i>	86-0716114
Bluum of Minnesota, LLC	<i>Tierney Brothers, LLC</i>	41-1355993
Bluum of Texas, LLC	<i>CDI Dallas, LLC</i>	84-3269935
Bluum Integration, LLC	<i>Integrated AV Systems, LLC dba Summit Integration Systems</i>	86-0716114
Bluum (US) Corporation	<i>CDI Computers (US) Corp</i>	42-1773443

The corporations along began marketing under the Bluum and Bluum Technology brands earlier this year to bring awareness to the common ownership of the Affiliates. It should be noted that any business previously conducted with the corporations will now be conducted under the corporations' new names.

Contracts, agreements, purchase orders, requests for quotes, and other relevant transactional documents should all be conducted under the new full corporate name of the respective entity. Previously existing contracts, agreements, purchase orders, sales orders or sales invoices are unaffected by this change, other than to correctly identify the new name that should be used from this day forward.

The corporations still operate under the same US Federal Employer Identification Numbers; however, as the names associated with them have changed. Included with this letter is a table that further references remittance and mailing addresses, and revised Federal Form W9(s) can be provided by your Account Executive upon request.

Please feel free to contact us if you have any further questions or need additional information about the company or this change.

Sincerely,

Michael A. Fabio, CPA
 Vice President of Finance
 Bluum USA, Inc.
 Bluum of Minnesota, LLC
 Bluum Integration, LLC
michael.fabio@bluum.com

Naipaul Sheosankar, CPA, MBA, CGA
 Chief Financial Officer
 Bluum Technology Canada, Inc.
 Bluum of Texas, LLC
 Bluum (US) Corporation
 Lifespan International, Inc.
naipaul.sheosankar@bluum.com

Tab 1

Master Agreement / Signature Form

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

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

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

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

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

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

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

Legal Obligations

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

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

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

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

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$400 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Bluum USA, Inc. (formerly Troxell Communications, Inc.)

Company Name

4675 E Cotton Ctr Blvd, Ste 155

Address

Phoenix

AZ

85040

City

State

Zip

210-497-3144

Telephone Number

210-497-3288

Fax Number

trenton.brackley@bluum.com - Trenton Brackley, Regional Director of Sales (South)

Email Address

Irving Lopez Virgen

Printed Name

VP of Operations

Position



Authorized Signature

Tab 2

NCPA Administration Agreement

Note: Fully executed upon award

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Bluum USA, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-150, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Bluum USA, Inc.
Vendor Name

Matthew Mackel
Name

Melissa Curtis
Name

Director, Business Development
Title

VP Sales Administration
Title

PO Box 701273
Address

4675 E Cotton Ctr Blvd, Ste 155
Address

Houston, TX 77270
Address

Phoenix, AZ 85040
Address


Signature


Signature

December 1, 2022
Date

11/30/2022
Date

Tab 3

Vendor Questionnaire

TAB 3 VENDOR QUESTIONNAIRE

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

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

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

<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Somoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micrones	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	

*Please note: Additional shipping charges apply to Alaska and Hawaii

<input checked="" type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)		*Please note: Additional shipping charges may apply to some areas of Canada
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island	
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec	
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan	
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories	
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut	
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon	
<input type="checkbox"/> Ontario		

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm is a Minority / Women Business Enterprise
 Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization
 No, we do not have any programs in place.
 Yes, we have programs in place.

Affirmative Action Plan

In order to comply with Affirmative Action requirements and to ensure equal employment opportunity, the following measures will be taken:

1. Equal and fair treatment will be provided to all employees and applicants regardless of race, color, religion, sex, sexual orientation, ancestry, national origin, gender identity, age, marital status, or disability.
2. A complete up-to-date workforce profile which records employees by race or ethnicity, gender, and job classification will be maintained and annual reports will be submitted to government agencies like the Department of Human Rights, as required.
3. All employees will be advised at time of employment that the firm is an Equal Opportunity/Reasonable Accommodation Employer and that hiring, promotion, or demotion is based only on the individual qualifications and ability to perform the work.
4. When Applicable: This firm will cooperate with and support apprenticeship training programs based on strict non-discrimination.
5. The firm has appointed Kerry Shaw [Chief Human Resource Officer] to serve as the Equal Employment Officer who is authorized to supply reports and represent this firm in all matters regarding this affirmative action plan, which will be obtained through the Human Resource Department.
6. The name, address, and telephone number of the Equal Employment Officer will be posted in a conspicuous place or places. This Officer will be responsible for:
 - A. Seeking to utilize minorities, females, and disabled individuals to the same degree as all others, based on the following factors:
 - 1) Percentage of minorities, females, and disabled individuals in the company's workforce as compared with the labor market in the area.
 - 2) All solicitations or advertisements for employees will state that applicants will receive consideration for employment regardless of their race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance.
 - 3) When we place help-wanted advertisements, we will not indicate a preference, limitation, or specification based on sex, age, national origin, or other protected characteristic, unless that characteristic is a bona fide occupational qualification for a particular job. We will not allow any employment agency with which we work to express any such limitation on our behalf, and we will

require that these agencies share our commitment to EEO/AA.

- 4) The internal skills training of our company will be designed to support the hiring of minorities, females, and those with disabilities.
 - 5) We will carry out active recruiting programs that target minorities, including female and disabled. HR will maintain practices that are fair and equitable to everyone.
- B. Implement and maintain EEO audit, reporting, and record-keeping systems in order to measure the effectiveness of our Affirmative Action Plan/Program and to determine whether our goals and objectives have been attained.
- C. Contacts with recruitment sources for qualified minorities, females, and disabled individuals. Notification to employees regarding promotions or vacancies to ensure equal opportunity.
- D. Instruction of all supervisory personnel regarding their responsibility for equal employment opportunity and non-discrimination requirements.
- E. Periodic reviews with all supervisory personnel to ensure that the program is being implemented at all levels.



March 7, 2022

Kerry Shaw, Chief Human Resource Officer

Bluum USA, Inc.

Bluum Technology Canada, Inc.

Bluum (US) Corporation

Bluum Integration, LLC

Bluum of Texas, LLC

Bluum of Minnesota, LLC

Lifespan International, Inc.

Residency

Responding Company's principal place of business is in the city of Phoenix,
State of Arizona.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

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

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: Authorized reseller

Processing Contact Information

Contact Person	<u>Trenton Brackley</u>
Title	<u>Regional Director of Sales</u>
Company	<u>Bloom USA, Inc.</u>
Address	<u>20770 US 281 N, Ste 108, #427</u>
City/State/Zip	<u>San Antonio, TX 78258</u>
Phone	<u>210-497-3144</u>
Email	<u>trenton.brackley@bluum.com</u>

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Tab 4

Vendor Profile

Tab 4

Vendor Profile

Company's official registered name

Bluum USA, Inc.

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

Bluum USA, Inc. (formerly Troxell Communications, Inc.) was established in 1983 and incorporated in 1992, under the laws of the State of Delaware. We have been a leading provider of audio visual and technology equipment, supplies, and services to K-12, higher education, and government entities for nearly 40 years. For more information about our company history, please see the attached company profile.

Company's organizational chart of those individuals that would be involved in the contract.

Please see the attached organizational chart and contact list, outlining departmental organization and sales organization.

Corporate office location.

- **List the number of sales and service offices for states being bid in solicitation.**
Bluum's corporate headquarters is located in Phoenix, Arizona but has over 70 Account Executives located throughout the United States, as well as facilities in St. Paul, Minnesota; Dallas, Texas; Los Angeles, California; and Markham, Ontario, Canada. Texas, alone, houses 12 of our Account Executives, the Regional Sales Director, the aforementioned facility, and several integration teams.
- **List the names of key contacts at each with title, address, phone and email address.**
Please see the attached listing of all the Bluum Account Executives addressing the State of Texas.

Define your standard terms of payment.

Standard payment terms are Net 30.

Who is your competition in the marketplace?

Our competition varies from other education technology companies depending on solution or service. As a leading provider for the K-12 education market, our main competitors would be other authorized resellers and manufacturers and distributors who opt to work directly with schools and school districts.

What differentiates your company from competitors?

Bluum is an extremely unique company serving the public sector. There are very few companies like Bluum that offer the breadth of product we do today. We are unique in that and can pivot from any one category to another seamlessly to meet a customer's needs. Other differentiators that make Bluum unique include:

- Experts in ed tech selection and application to support education needs
- Consultative partner to build what is needed
- Single source for the full technology life cycle
- National footprint with local presence – service at scale
- Engagement throughout – pre-sale, during, and post-sale
- Greater buying power/lower prices
- Purpose-built product lines (e.g., buyback, warranty, carts)
- End-to-end service and turnkey solutions
- Exceptional service and support

Our clients benefit from:

- Experience – Nearly 40 years of providing technology and services to our customers have helped us master services requiring higher and more specialized skills at the level of experience unmatched by other companies.
- Portfolio – Bluum offers one of the largest and most comprehensive technology portfolios available – more than one million products from over 800 industry-leading manufacturers and service providers.
- Scale & agility – We have made significant investments in our business to scale our customers' needs. This includes creating more exclusive and innovative solutions, increasing our coverage model across North America, and improving our negotiating ability with vendors. All enable us to have more meaningful discussions with customers about how to solve their challenges.
- Integration capabilities – Our pedigree contains deep technical knowledge and expert-level collaborative technology design and integration services. This gives us the ability to plan and execute on high-end, complex technology projects and offer integration services anywhere in the U.S.
- Services – Bluum provides a complete suite of services ranging from product screening and professional development to IT asset disposition (ITAD) and product lifecycle management.
- Coverage – Bluum has coverage in every state in the U.S. and a large portion of Canada. Our experts live and work in the areas where our clients are located and are invested.

Describe how your company will market this contract if awarded.

Here are some ways we support our contracts:

- Interaction: We have local Account Executives based across Texas and the rest of the US, who work directly with schools to communicate the value of and ease-of-use of the NCPA contract. One of the primary ways we support cooperative contracts is, simply, getting the word out when visiting NCPA customers. In our day-to-day conversations within the communities, our Account Executives are also educating those who are not current participants, emphasizing the simplicity and benefits of purchasing through the co-op.
- Communication Pieces: Bluum can feature the NCPA logo, in marketing content on the web, social media, email communication, in electronic promotional offerings and specials, and notate on quotes,

letting our customers know that we are an awarded NCPA Vendor. Often times, targeted visibility helps to start the conversation.

- Events: Bluum participates in dozens of trade shows and events throughout the country, virtually and in-person. Bluum regularly participates in TCEA, TCAA, and local events, in addition to hosting our own. The NCPA logo can be included on booths and collateral at events that are relevant to NCPA customers.

Bluum Account Executives have experience with multiple cooperative contracts, and new Account Executives are trained in how to utilize and incorporate cooperative contracts into their day-to-day sales. If awarded, the NCPA agreement will be an additional part of the new hire training, and existing Account Executives will be notified and have access to the contract. Bluum's local Account Executives, as well as the Bluum Bid Department, will be available to all Account Executives for assistance in managing the contract, as well.

Describe how you intend to introduce NCPA to your company.

Bluum has had a long history with NCPA, and our Account Executives have leveraged this relationship to the benefit of hundreds of customers, for many years. We look forward to continuing this relationship and utilizing the contract to facilitate education solutions across the country.

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

For a number of years, Bluum has utilized its online catalog as a resource for customers to see our thousands of products from hundreds of manufacturers, offering a point of reference for MSRP pricing. We've also maintained online shopping and punchout capabilities for our customers.

Currently, we're in the process of overhauling our eCommerce presence to combine our online catalog and transactional functions, while updating the interface to align with our new brand. While this is still in the works, customers can still rely on our previous functionality.

Please see the attached Website Advantages for details on these capabilities.

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

First point of contact is the Bluum Account Executive, all of whom are available Monday through Friday, 8am to 5pm, and respond to calls within 1 to 2 business days. The Account Executives will have the most intimate knowledge of a customer's needs and will often have solutions that are immediately relevant. Supporting in a supervisory role are Regional VPs of Sales and Regional Directors of Sales, who are available for escalation and to help facilitate solutions as needed.

Additionally, the Bluum Customer Service Department, staffed with A+ certified technicians, is available from 7am EST to 5pm PST, Monday through Friday, via phone (888-226-5727 Option 2). Customer Service can also be reached 24/7, electronically, through our website or via email (service@bluum.com) and will typically respond within 24 hours of the request. Order status, invoice copy requests, and technical support is also available online.

Please see the attached Service, Warranty, & Repairs for a description of our customer service capability and policies.

Green Initiatives (if applicable)

Please see the attached Green and Community Initiatives for information about our efforts toward sustainability and community involvement.

Anti-Discrimination Policy (if applicable)

Please see the attached Affirmative Action Plan outlining our commitment to diversity.

Vendor Certifications (if applicable)

Please see the attached state licenses for Texas and Arizona, as well as our amended Articles of Incorporation. Additional licenses and certifications can be provided upon request.

Bluum Company Profile

Bluum USA, Inc. 4675 E Cotton Ctr Blvd, Ste 155 Phoenix, AZ 85040

FEIN: 86-0716114 **D&B:** 07-355-3331

For nearly 40 years, the companies comprising the Bluum brand have brought superior products and solutions to tens of millions of students, in hundreds of thousands of K-12 classrooms, as well as many higher education institutions, government entities, and commercial organizations, across the United States and Canada. With roughly 900 employees, focused on a mission of improving learning and making it more accessible, we pride ourselves on providing transformative learning experiences for our customer communities.

Bluum USA, Inc. (formerly "Troxell Communications, Inc.") was established in 1983 and incorporated in 1992, with corporate headquarters in Phoenix, Arizona. The organization is incorporated under the laws of the State of Delaware. In July 2019, Bluum USA, Inc. began an affiliation with CDI Technologies (now Bluum Technology Canada, Inc.), expanding the offerings of both companies. In April 2021, the family grew, with the addition of Tierney Brothers, LLC (now Bluum of Minnesota, LLC), incorporating their, then, 44 years of AV expertise. In January 2022, the "Bluum" name was introduced, to permanently represent these companies, with formal adoption in March 2022.

The Bluum affiliate entities create one of the largest privately-held education technology solutions providers in the U.S. We fill customer needs by providing services associated with distributors, dealers, resellers and system integrators. Bluum's comprehensive portfolio contains over 1 million products and services, many provided by industry-leading and niche manufacturers. Bluum primarily serves the education market, ranging from public pre-schools to colleges and universities, to private and charter schools and organizations. Bluum is the only technology solutions provider with a clear focus on a higher calling to spark the next generation of learning. Our market leadership position and reputation have earned numerous awards and accolades from our customers, vendors, and industry.

Bluum is known for their innovative and proprietary sales programs, creating an unparalleled management information system that simplifies the customer's purchase process by providing a more accurate and positive user experience. As a result, Bluum's website allows customers to easily search for products, quickly generate quotes, and track orders. Bluum proves effective at using internal expertise to integrate a highly sophisticated computer system into a web format that allows customers, vendors and staff member's direct access to information concerning their orders, account status, and all related transactional information via www.bluum.com. The Bluum companies have a track record of profitability for over 30 consecutive years.

Through the ever-changing economic, technological, and societal landscapes, Bluum has helped its customers grow and thrive.

Services & Support

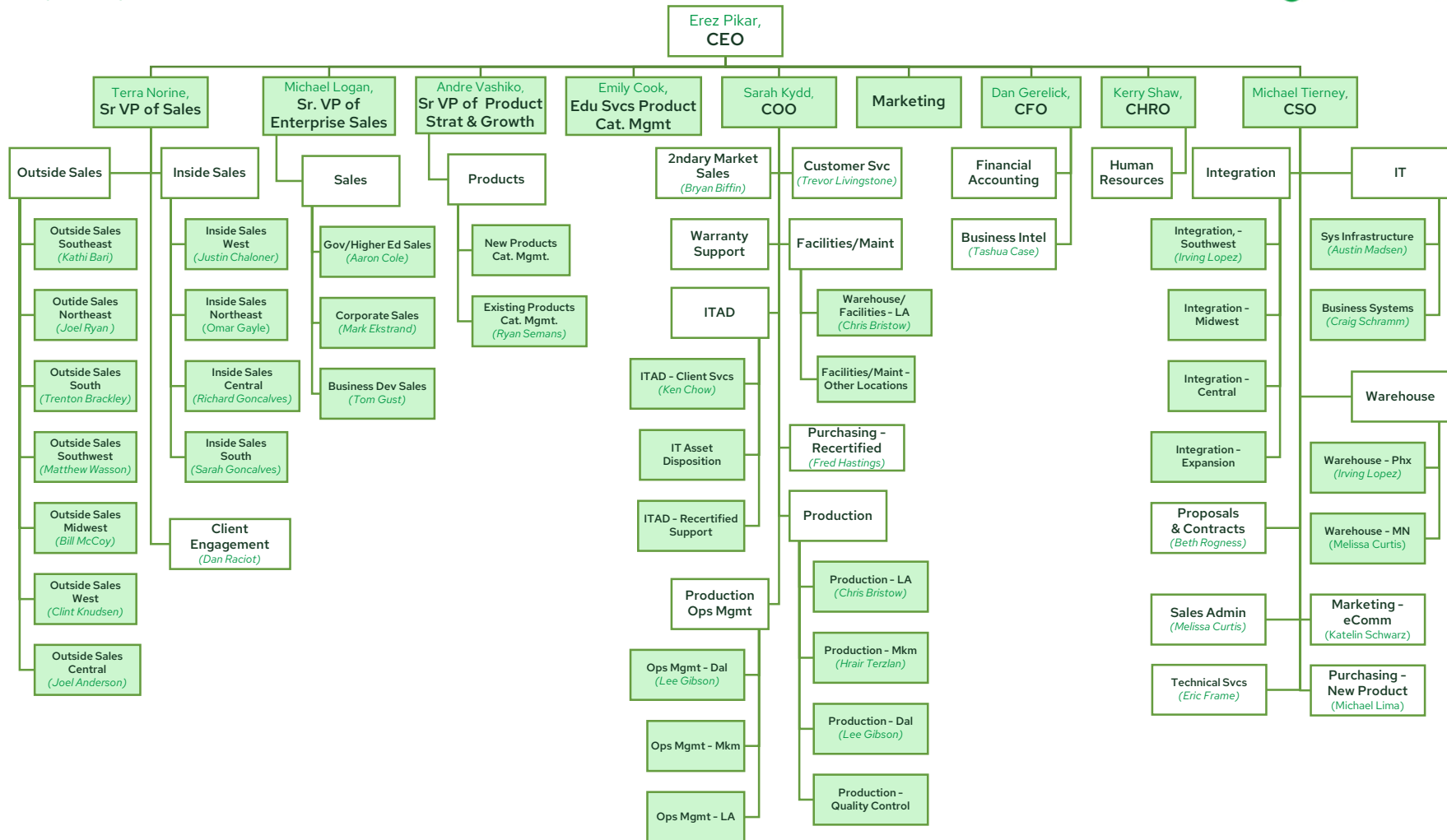
- **Design:** Product/system recommendations and specifications
- **Installation/Integration:** In-house project managers, designers, integrators, installers, and programmers, as well as a nationwide installer network
- **Customer Service:** In-house customer service centers and repair shops
- **Technology:** Unique web-based customer service program, on-line order tracking, transaction history & account status

History Timeline

- **1983** – Troxell Communications was established from buyout of Phoenix & San Diego operations
- **1987** – Began opening offices throughout the Western U.S.
- **1995** – Began opening offices throughout the Eastern U.S.
- **2001** – Troxell reports revenues in excess of \$100 million
- **2006** – Troxell acquires AGS, a small California competitor
- **2010** – Troxell acquires Integrated AV Systems, LLC, which had done business as CCS Presentation Systems, the business is rebranded as Summit Integration Systems
- **2017** – Troxell reports revenues in excess of \$200 million
- **2019** – Troxell begins working with CDI Technologies to expand the offerings of both companies
- **2020** – The "Trox" brand debuts, to represent the new group of companies; reports revenues in excess of \$400 million
- **2021** – Trox gains a new affiliate, in Tierney Brothers, LLC, forming "Trox + Tierney"
- **2022** – Trox + Tierney changes its identity to "Bluum"

Bluum Organization Chart

Leadership & Departmental Structure (As of Nov 2022)



Texas Account Representatives

Office Information



Bluum USA, Inc. | 4675 E Cotton Ctr Blvd, Ste 155, Phoenix, AZ 85040 | P: 800-352-7512 | F: 800-752-1299 | www.bluum.com

Outside Sales

Regional Management	TF Ext.	Office Address	Office Location	Phone	Fax	Email
Trenton Brackley, Regional Director (Outside Sales)	6304	20770 US 281 N, Ste. 108, PMB 427	San Antonio, TX 78258	210-497-3144	210-497-3288	trenton.brackley@bluum.com

Territory	Account Executive	TF Ext.	Office Address	Office Location	Phone	Fax	Email
Austin	Paul Venincasa	6301	1309 Leander Drive, Bldg 100, Unit 102	Leander, TX 78641	800-352-7912	512-451-6619	paul.venincasa@bluum.com
Austin	Felipe Lumbreras	6318	1309 Leander Drive, Bldg 100, Unit 102	Leander, TX 78641	512-470-5383	512-451-6619	felipe.lumbreras@bluum.com
Corpus Christi	Andy Barragan	6307	1209 S 10th St, Ste A, #123	McAllen, TX 78501	800-352-7912	800-752-1299	andy.barragan@bluum.com
Dallas	Carlos Flores	6310	2831 El Dorado Pkwy.-Ste. 103 #335	Frisco, TX 75034	800-352-7912	972-458-1091	carlos.flores@bluum.com
Dallas	AJ Flores	6314	1209 N Saginaw blvd, Ste G, #243	Saginaw, TX 76179	469-445-1366	469-445-1367	aj.flores@bluum.com
Dallas	Kim Ott	6315	3044 Old Denton Rd.-Ste 111 #	Carrollton, TX 75007	800-352-7912	972-458-1091	kim.ott@bluum.com
Dallas	Dave Johnson	6306	906 W. McDermott Dr. #116-294	Allen, TX 75013	972-542-8560	972-542-8563	dave.johnson@bluum.com
Houston	Heather Hughes	6317	41103 Mill Creek Rd	Magnolia, TX 77354	512-910-0236	800-752-1299	heather.hughes@bluum.com
Houston	Alicia Barnes	6308	1127 Eldridge Pkwy, Ste 300, #341	Houston, TX 77077	800-352-7912	800-752-1299	alicia.barnes@bluum.com
Houston	Joseph Cupidore	6302	4214 Worrell Dr	Houston, TX 77065	832-567-0855	800-752-1299	joseph.cupidore@bluum.com
San Antonio	Chae Chang	6316	17361 Bell North Drive, Ste. 105	Schertz, TX 78154	800-352-7912	210-530-9962	chae.chang@bluum.com
San Antonio	Andrew Luther	6313	17361 Bell North Drive, Ste. 105	Schertz, TX 78154	800-352-7912	210-530-9962	andrew.luther@bluum.com

Inside Sales

Regional Management	TF Ext.	Corporate Contact Address	Contact Location	TF Phone	Fax	Email
Richard Goncalves, Regional VP (Inside Sales)	3726	4675 E Cotton Ctr Blvd, Ste 155	Phoenix, AZ 85040	888-226-5727	905-946-3700	richard.goncalves@bluum.com

Account Executive	TF Ext.	Corporate Contact Address	Contact Location	TF Phone	Fax	Email
Alexander Pagenhardt	3702	4675 E Cotton Ctr Blvd, Ste 155	Phoenix, AZ 85040	888-226-5727	905-946-3700	alexander.pagenhardt@bluum.com
Chantelle Brown	3386	4675 E Cotton Ctr Blvd, Ste 155	Phoenix, AZ 85040	888-226-5727	905-946-3700	chantelle.brown@bluum.com
Joe Letterio	3724	4675 E Cotton Ctr Blvd, Ste 155	Phoenix, AZ 85040	888-226-5727	905-946-3700	joe.letterio@bluum.com
Cory Piggott	3367	4675 E Cotton Ctr Blvd, Ste 155	Phoenix, AZ 85040	888-226-5727	905-946-3700	cory.piggott@bluum.com
Gavin Cairns	3353	4675 E Cotton Ctr Blvd, Ste 155	Phoenix, AZ 85040	888-226-5727	905-946-3700	gavin.cairns@bluum.com
Kyle Hillis	5771	4675 E Cotton Ctr Blvd, Ste 155	Phoenix, AZ 85040	888-226-5727	905-946-3700	kyle.hillis@bluum.com
Marco Scocco	3885	4675 E Cotton Ctr Blvd, Ste 155	Phoenix, AZ 85040	888-226-5727	905-946-3700	marco.scocco@bluum.com
Michael Hadfield	3897	4675 E Cotton Ctr Blvd, Ste 155	Phoenix, AZ 85040	888-226-5727	905-946-3700	michael.hadfield@bluum.com

Website Advantages

Online Catalog & Contract Portals

One of the many advantages of working with Bluum is easy access to our always-current MSRP catalog at <https://customer.bluum.com/products.htm> (new Bluum ecommerce site coming soon!) and our exclusive customer contract portal through <https://www.bluum.com>.

Bluum's unique customer web portals offer a secure, password-protected, and customized web site that provides:

- A comprehensive database of products with model numbers, pictures, specifications and pricing maintained by our manufacturers.
- Custom pricing that shows manufacturer-provided list prices, your established contract price, and the percent and total dollar savings on each item.
- On-line search capabilities with product descriptions, product images, and specifications on current products.
- Updated product information for selected contract including delisting of discontinued product and the addition of new product with the same discount structure as the original bid.
- Administrative functions in real time that allow you to research and track orders, access open order and purchase history reports, reprint invoices, and develop usage reports.
- The ability for all users to access pricing information and construct quotes for approval or budgeting purposes.
- Contact list for easy reference.

Even without a login, you can view up-to-date Manufacturer List Prices for our entire catalog at <https://customer.bluum.com/products.htm>.

Accessing your unique customer portal is easy!

Simply go to <https://www.bluum.com>, click on the 'Sign In' heading, then enter your email address, customer number and password. From there, select the "Products/Purchasing" menu and search by product category, brand or model number for any item on our bid proposal.

It's a convenient and efficient way to check pricing and discounts available on all of our product lines and view the most aggressive discounts available to all participating entities.

Contact your Bluum Account Executive with any questions and to get your contract set up.

Service, Warranty, & Repairs

Bluum is passionate about serving its customers regardless of the size, location, or project. As a proven partner, we strive to deliver excellence. To facilitate service, warranty, and repair, Bluum's customers can reach our customer service department at [1-844-MY-BLUUM Option #2](tel:1-844-MY-BLUUM). This service is available for products both in and out of the warranty period, based on the manufacturer's guidelines. You can also get in touch with us by e-mail at service@bluum.com.

Our Customer Service department is available [Monday through Friday from 8:00 a.m. to 7:00 p.m. \(EST\)](#). Bluum Customer Service Representatives are A+ certified, equipped to handle technical hardware support, repair, transportation, sales order statuses and warranty/service-related issues.

In addition to our Customer Service team, Bluum has a sales representative dedicated to you and your area. Your Account Executive has the authority to work with you to help expedite the repair process.

We are committed to improving the customer experience by measuring our performance and soliciting feedback from our clients and adjusting their goals best suited to their needs.

Measured Feedback and Support

- Cases are promptly entered into our database upon receipt. The item or items are tracked based on several criteria and, using a unique flagging system, are monitored several times a day.
- We collect customer feedback after service is provided, which helps us measure the level of service provided for warranty-related issues.
- All cases are closed with some form of resolution within a reasonable amount of time.

We understand that every customer is different and has unique needs, and we are committed to working with you to become your long-term partner.

Customer Service and Support Areas

[Bluum Warranty Service](#) - End-user, individual, or department person responsible within the respective organization's guidelines can contact the Bluum Customer Service Department via phone or email. Customer must provide the original Purchase Order number or invoice number. Bluum will then arrange for either on-site service or pick up/transport within the warranty guidelines and period of the individual product in question.

[Bluum Warranty Support](#) - Units sold with Bluum warranty are eligible for return to depot repair at our facilities. Support via phone/e-mail is available for Bluum warranty units. Shipping both ways is covered by Bluum for the duration of the warranty coverage period. Packaging can also be provided if required. If units are deemed not repairable, Bluum will replace them with the same or next-generation unit.

[Bluum Order Support](#) - Bluum will assist the customers who require information on their sales order statuses and received orders. We provide information about tracking, damaged goods claim, shipping carrier claims,

and interaction with Bluum vendors for replacement/credit (should customer orders be lost or damaged during delivery).

- For self-tracking, please visit www.bluum.com or get in touch with your Account Executive.
- For orders that require direct manufacturer support wherein the customer cannot avail of the required assistance, Bluum Customer Service can assist on a case-by-case basis.

Manufacturer Warranty Repairs - Various manufacturers have different levels of initial failure policies. In such cases, Bluum will honor and implement those policies on behalf of the customer. However, if a manufacturer does not have an initial failure policy, the following will be actioned through Bluum.

- If a product fails within 15 days of invoice date, Bluum will arrange for the product to be picked up on a call tag by the appropriate shipper and return it to a Bluum facility for repair. Once repaired, Bluum will return the product to the customer. If not repairable, a replacement will be issued.
- If a product fails after 15 days of invoice date, Bluum will work with the customer and the manufacturer to facilitate a resolution.

Manufacturer Non-Warranty Repairs* - If the product falls outside the manufacturer warranty, Bluum will provide information on the closest manufacturer Warranty Center. If preferred, the customer may send the product to any one of our service centers in Phoenix, Arizona; Los Angeles, California; Dallas, Texas; St. Paul, Minnesota; or Markham, Ontario, Canada.

Return Policy** - If the product is shipped incorrectly or inappropriately by Bluum, the product will be picked up either by UPS or another freight shipper. If the customer has ordered the product incorrectly, the customer is responsible for returning it to Bluum or the manufacturer location.

**Note: Not all vendors/manufacturers can perform non-warranty repairs. Bluum will provide information on the nearest repair center as a form of non-warranty repair resolution in such a scenario.*

***Note: This is subject to the terms and conditions of the manufacturer.*

Bluum Community & Green Initiatives

Bluum is in the process of creating and updating our sustainability policies and plans for the immediate future. Below is an outline of some of the various large- and small-scale efforts we've made up to this point, in our strides toward positive impact in our world.

Companywide Initiatives

As often as possible with our customer's best interest in mind, Bluum will strive to:

- Offer and promote manufacturers' energy-efficient products to end-users, particularly those with energy efficiency ratings
- Offer and promote manufacturers' products containing recycled components to end-users
- Support and promote manufacturers' recycling programs for lamps and other electronic components
- Utilize drop-shipping capabilities from manufacturer to end-user to effect fuel savings
- Also note that, as often as possible, boxes and packing materials received in our warehouse are re-used.
- Bluum works with many manufacturers that provide products with green initiatives in mind, products that contain recycled material or packaging or are able to be recycled. The amount of recycled/recyclable parts varies by product and by the manufacturer.

Initiatives Specific to Corporate Headquarters

Bluum is headquartered in Phoenix, Arizona, the heart of the hot and arid Southwest. As desert-dwellers, Arizonans are particularly conscious of the need to conserve resources, especially water and energy.

- **Water Conservation:** The building's exterior landscaping is drought-resistant and requires very little water to sustain growth. All plumbing systems are regularly checked and maintained to ensure the lowest water usage possible.
- **Electricity Conservation:** Standard filament light-bulbs have been replaced with more energy-efficient bulbs. All non-emergency lights and workstations are powered off when not in use.
- **Digital air conditioning system controls** have replaced outdated thermostats throughout the building allowing for timed programming of all AC units.

- **Remote Work:** The air quality in Phoenix is an ongoing environmental issue. Bluum allows for flexible office schedules, allowing most employees to work from home about half the week.
- **Corporate Recycling:** Reverse osmosis water systems have been installed throughout the building to greatly reduce the quantity of bottled drinking water consumed by employees and visitors, thereby reducing the quantity of discarded plastic bottles. Toner cartridges are recycled.
- **Supplies:** Recyclable office supplies and promotional items are purchased whenever possible. (Bluum's "Think Green" tradeshow bags are made from recycled materials).

Community Involvement

Bluum also strives to support its communities whenever possible. Below are some examples of some ways we've worked to reach out to our community:

- **American Cancer Society:** Bluum has participated in "Climb to Conquer Cancer" and "Making Strides Against Breast Cancer"
- **Habitat for Humanity:** Bluum has participated in build activities.
- **Arizona Veterans Hospital:** Bluum has volunteered, donated, and participated in holiday drives.
- **Salvation Army Christmas Angels:** Bluum has donated.
- **Phoenix Rescue Mission:** Bluum has participated in water drives and donated.
- **United Blood Services:** Bluum has participated in blood drives.
- **Newborns In Need:** Bluum has donated and participated in drives.
- **St. Vincent de Paul:** Bluum has held food drives.
- **Sunshine Acres Children's Home:** Bluum donated Easter baskets.
- **UMOM New Day Centers:** Bluum held an infant supply drive.
- **Florence Crittenton:** Bluum held a personal care drive for the young women residents.

Affirmative Action Plan

In order to comply with Affirmative Action requirements and to ensure equal employment opportunity, the following measures will be taken:

1. Equal and fair treatment will be provided to all employees and applicants regardless of race, color, religion, sex, sexual orientation, ancestry, national origin, gender identity, age, marital status, or disability.
2. A complete up-to-date workforce profile which records employees by race or ethnicity, gender, and job classification will be maintained and annual reports will be submitted to government agencies like the Department of Human Rights, as required.
3. All employees will be advised at time of employment that the firm is an Equal Opportunity/Reasonable Accommodation Employer and that hiring, promotion, or demotion is based only on the individual qualifications and ability to perform the work.
4. When Applicable: This firm will cooperate with and support apprenticeship training programs based on strict non-discrimination.
5. The firm has appointed Kerry Shaw [Chief Human Resource Officer] to serve as the Equal Employment Officer who is authorized to supply reports and represent this firm in all matters regarding this affirmative action plan, which will be obtained through the Human Resource Department.
6. The name, address, and telephone number of the Equal Employment Officer will be posted in a conspicuous place or places. This Officer will be responsible for:
 - A. Seeking to utilize minorities, females, and disabled individuals to the same degree as all others, based on the following factors:
 - 1) Percentage of minorities, females, and disabled individuals in the company's workforce as compared with the labor market in the area.
 - 2) All solicitations or advertisements for employees will state that applicants will receive consideration for employment regardless of their race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance.
 - 3) When we place help-wanted advertisements, we will not indicate a preference, limitation, or specification based on sex, age, national origin, or other protected characteristic, unless that characteristic is a bona fide occupational qualification for a particular job. We will not allow any employment agency with which we work to express any such limitation on our behalf, and we will

require that these agencies share our commitment to EEO/AA.

- 4) The internal skills training of our company will be designed to support the hiring of minorities, females, and those with disabilities.
 - 5) We will carry out active recruiting programs that target minorities, including female and disabled. HR will maintain practices that are fair and equitable to everyone.
- B. Implement and maintain EEO audit, reporting, and record-keeping systems in order to measure the effectiveness of our Affirmative Action Plan/Program and to determine whether our goals and objectives have been attained.
 - C. Contacts with recruitment sources for qualified minorities, females, and disabled individuals. Notification to employees regarding promotions or vacancies to ensure equal opportunity.
 - D. Instruction of all supervisory personnel regarding their responsibility for equal employment opportunity and non-discrimination requirements.
 - E. Periodic reviews with all supervisory personnel to ensure that the program is being implemented at all levels.



March 7, 2022

Kerry Shaw, Chief Human Resource Officer

Bluum USA, Inc.

Bluum Technology Canada, Inc.

Bluum (US) Corporation

Bluum Integration, LLC

Bluum of Texas, LLC

Bluum of Minnesota, LLC

Lifespan International, Inc.



November 16, 2022

While we continue to introduce the Bluum and Bluum Technology brands (formerly Trox + Tierney) publicly, we wanted to provide you, our customer, with an important update.

Effective in February and March 2022, the following corporations filed amendments to their articles of incorporation to change their names as indicated as follows:

New Affiliate Name	Superseded Affiliate Name	FEIN <i>(Same as Previous)</i>
Bluum Technology Canada, Inc.	<i>CDI Computer Dealers Inc.</i>	98-0385056
Bluum USA, Inc.	<i>Troxell Communications, Inc.</i>	86-0716114
Bluum of Minnesota, LLC	<i>Tierney Brothers, LLC</i>	41-1355993
Bluum of Texas, LLC	<i>CDI Dallas, LLC</i>	84-3269935
Bluum Integration, LLC	<i>Integrated AV Systems, LLC dba Summit Integration Systems</i>	86-0716114
Bluum (US) Corporation	<i>CDI Computers (US) Corp</i>	42-1773443

The corporations along began marketing under the Bluum and Bluum Technology brands earlier this year to bring awareness to the common ownership of the Affiliates. It should be noted that any business previously conducted with the corporations will now be conducted under the corporations' new names.

Contracts, agreements, purchase orders, requests for quotes, and other relevant transactional documents should all be conducted under the new full corporate name of the respective entity. Previously existing contracts, agreements, purchase orders, sales orders or sales invoices are unaffected by this change, other than to correctly identify the new name that should be used from this day forward.

The corporations still operate under the same US Federal Employer Identification Numbers; however, as the names associated with them have changed. Included with this letter is a table that further references remittance and mailing addresses, and revised Federal Form W9(s) can be provided by your Account Executive upon request.

Please feel free to contact us if you have any further questions or need additional information about the company or this change.

Sincerely,

Michael A. Fabio, CPA
Vice President of Finance
Bluum USA, Inc.
Bluum of Minnesota, LLC
Bluum Integration, LLC
michael.fabio@bluum.com

Naipaul Sheosankar, CPA, MBA, CGA
Chief Financial Officer
Bluum Technology Canada, Inc.
Bluum of Texas, LLC
Bluum (US) Corporation
Lifespan International, Inc.
naipaul.sheosankar@bluum.com



Franchise Tax Account Status

As of : 05/02/2022 17:00:18

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

BLUUM USA, INC.	
Texas Taxpayer Number	18607161140
Mailing Address	4675 E COTTON CENTER BLVD STE 155 PHOENIX, AZ 85040-4810
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	09/29/1992
Texas SOS File Number	0009544506
Registered Agent Name	ADELA BRINER
Registered Office Street Address	316 BAY SPRING DR. LEAGUE CITY, TX 77573

ENTITY INFORMATION

Search Date and Time: 5/2/2022 3:49:17 PM

Entity Details

	Entity Name:
BLUUM USA, INC.	
	Entity ID:
F07726570	
	Entity Type:
Foreign For-Profit (Business) Corporation	
	Entity Status:
Active	
	Formation Date:
3/20/1996	
	Reason for Status:
In Good Standing	
	Approval Date:
7/29/2018	
	Status Date:
	Original Incorporation Date:
3/20/1996	
	Life Period:
Perpetual	
	Business Type:
RETAIL SALES	
	Last Annual Report Filed:
2021	
	Domicile State:
Delaware	
	Annual Report Due Date:
6/20/2022	
	Years Due:

4/17/1996

Statutory Agent Information

Name:

MICHAEL FABIO

Appointed Status:

Active 6/21/2021

Attention:

Address:

4675 E COTTON CENTER BLVD. STE 155, PHOENIX, AZ 85040, USA

Agent Last Updated:

4/7/2022

E-mail:

Attention:

Mailing Address:

County:

Maricopa

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
President/CEO	EREZ PIKAR		4675 E COTTON CENTER BLVD. SUITE 155, PHOENIX, AZ, 85040, Maricopa County, USA	3/5/2012	6/16/2020
Secretary	MICHAEL FABIO		4028 EAST WINDSOR AVE, PHOENIX, AZ, 85008, Maricopa County, USA	2/7/2011	6/21/2021
Vice-President	CRAIG SCHRAMM		7910 E POSADA AVENUE, MESA, AZ, 85212, Maricopa County, USA	2/7/2011	6/21/2021
CFO (Chief Financial Officer)	DAN GERELICK		4675 E. COTTON CENTER BLVD., STE 155, PHOENIX, AZ, 85040, Maricopa County, USA		6/21/2021

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Treasurer	NAIPAUL SHEOSANKAR		4675 E. Cotton Center Blvd, Ste 155, PHOENIX, AZ, 85040, Maricopa County, USA		6/21/2021

Address 

Attention:

Address: 4675 E. Cotton Center Blvd. Ste. 155, PHOENIX, AZ, 85040, USA

County: Maricopa

Last Updated: 4/7/2022

Entity Principal Office Address

Attention:

Address: 4675 East Cotton Center Blvd, PHOENIX, AZ, 85040, USA

County: Maricopa

Last Updated: 4/7/2022

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Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "Troxell Communications, Inc.", CHANGING ITS NAME FROM "Troxell Communications, Inc." TO "Bluum USA, Inc.", FILED IN THIS OFFICE ON THE SECOND DAY OF MARCH, A.D. 2022, AT 8:56 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

2310315 8100
SR# 20220849076

Authentication: 202801894
Date: 03-02-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
TROXELL COMMUNICATIONS, INC.**

Troxell Communications, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Act"), does hereby certify that:

FIRST: The Board of Directors of the Corporation duly adopted a resolution setting forth a proposed amendment (the "Amendment") to the Amended and Restated Certificate of Incorporation of the Corporation (as amended from time to time in accordance with its terms, the "Certificate of Incorporation"), adopting and approving the Amendment in all respects, declaring its adoption advisable and submitting it to the stockholders of the Corporation entitled to vote thereon for their consideration, adoption and approval. The resolution setting forth the Amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that ARTICLE FIRST of the Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

"FIRST: The name of the Corporation is Bluum USA, Inc."

SECOND: Thereafter, pursuant to resolution of the Corporation's Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the Act at which meeting the necessary number of shares as required by statute were voted in favor of the Amendment.

THIRD: The Amendment was duly adopted and approved in accordance with the provisions of Section 242 of the Act.

IN WITNESS WHEREOF, the undersigned authorized officer has executed this Certificate of Amendment as of March 2, 2022.

By: 
Name: Dan Gerelick
Title: Chief Financial Officer

Tab 5

Products & Services / Scope

Service, Warranty, & Repairs

Bluum is passionate about serving its customers regardless of the size, location, or project. As a proven partner, we strive to deliver excellence. To facilitate service, warranty, and repair, Bluum's customers can reach our customer service department at [1-844-MY-BLUUM Option #2](tel:1-844-MY-BLUUM). This service is available for products both in and out of the warranty period, based on the manufacturer's guidelines. You can also get in touch with us by e-mail at service@bluum.com.

Our Customer Service department is available [Monday through Friday from 8:00 a.m. to 7:00 p.m. \(EST\)](#). Bluum Customer Service Representatives are A+ certified, equipped to handle technical hardware support, repair, transportation, sales order statuses and warranty/service-related issues.

In addition to our Customer Service team, Bluum has a sales representative dedicated to you and your area. Your Account Executive has the authority to work with you to help expedite the repair process.

We are committed to improving the customer experience by measuring our performance and soliciting feedback from our clients and adjusting their goals best suited to their needs.

Measured Feedback and Support

- Cases are promptly entered into our database upon receipt. The item or items are tracked based on several criteria and, using a unique flagging system, are monitored several times a day.
- We collect customer feedback after service is provided, which helps us measure the level of service provided for warranty-related issues.
- All cases are closed with some form of resolution within a reasonable amount of time.

We understand that every customer is different and has unique needs, and we are committed to working with you to become your long-term partner.

Customer Service and Support Areas

[Bluum Warranty Service](#) - End-user, individual, or department person responsible within the respective organization's guidelines can contact the Bluum Customer Service Department via phone or email. Customer must provide the original Purchase Order number or invoice number. Bluum will then arrange for either on-site service or pick up/transport within the warranty guidelines and period of the individual product in question.

[Bluum Warranty Support](#) - Units sold with Bluum warranty are eligible for return to depot repair at our facilities. Support via phone/e-mail is available for Bluum warranty units. Shipping both ways is covered by Bluum for the duration of the warranty coverage period. Packaging can also be provided if required. If units are deemed not repairable, Bluum will replace them with the same or next-generation unit.

[Bluum Order Support](#) - Bluum will assist the customers who require information on their sales order statuses and received orders. We provide information about tracking, damaged goods claim, shipping carrier claims,

and interaction with Bluum vendors for replacement/credit (should customer orders be lost or damaged during delivery).

- For self-tracking, please visit www.bluum.com or get in touch with your Account Executive.
- For orders that require direct manufacturer support wherein the customer cannot avail of the required assistance, Bluum Customer Service can assist on a case-by-case basis.

Manufacturer Warranty Repairs - Various manufacturers have different levels of initial failure policies. In such cases, Bluum will honor and implement those policies on behalf of the customer. However, if a manufacturer does not have an initial failure policy, the following will be actioned through Bluum.

- If a product fails within 15 days of invoice date, Bluum will arrange for the product to be picked up on a call tag by the appropriate shipper and return it to a Bluum facility for repair. Once repaired, Bluum will return the product to the customer. If not repairable, a replacement will be issued.
- If a product fails after 15 days of invoice date, Bluum will work with the customer and the manufacturer to facilitate a resolution.

Manufacturer Non-Warranty Repairs* - If the product falls outside the manufacturer warranty, Bluum will provide information on the closest manufacturer Warranty Center. If preferred, the customer may send the product to any one of our service centers in Phoenix, Arizona; Los Angeles, California; Dallas, Texas; St. Paul, Minnesota; or Markham, Ontario, Canada.

Return Policy** - If the product is shipped incorrectly or inappropriately by Bluum, the product will be picked up either by UPS or another freight shipper. If the customer has ordered the product incorrectly, the customer is responsible for returning it to Bluum or the manufacturer location.

**Note: Not all vendors/manufacturers can perform non-warranty repairs. Bluum will provide information on the nearest repair center as a form of non-warranty repair resolution in such a scenario.*

***Note: This is subject to the terms and conditions of the manufacturer.*

Types of Products & Services

Audio Visual & Technology Equipment, Supplies, & Services

Product and Services Offerings:

Bluum provides a comprehensive portfolio of audio visual and technology solutions and services representing hundreds of leading manufacturers. Bluum can also provide design and installation services.

Bluum Product Categories Include:

Classroom and presentation technologies including projection devices, flat panel displays, mobile learning/1:1 solutions, interactive teaching tools, classroom amplification, control systems, digital signage, videoconferencing, traditional AV equipment, professional installation and training services.

Technology Products and Installation

- Projectors LCD/DLP/LED Technology
- Mobile Learning Solutions/1:1 (Chromebooks, Laptops, Tablets, Charging Carts, etc)
- STEM/STEAM Products
- Collaborative Learning Space Solutions
- Furniture
- Visualizers/Document Cameras
- Flat Panel Displays/Monitors Plasma/LCD/LED Technology
- Interactive Whiteboards and Panels
- Digital Signage
- Classroom Response Systems
- Public Address (PA) Systems/Audio Systems & Equipment
- CCTV/CCTC Security Systems
- Teleconferencing
- Digital Cameras/Camcorders
- Broadcast Equipment & Video Editing Systems
- Classroom Tape Recorders, CD Players & Recorders
- AV/Computer Furniture & Accessories
- Control Systems & Cabling
- Mounts for Data Projectors, TVs & Display Monitors
- Screens, Cases & Accessories

Service Solutions

- Technology Consultation Services
- Professional Development & Training Services
- Project Management and System Design
- Integration and Installation Services
- Content & Curriculum Creation Services
- White Glove Services
- Buyback (IT Asset Disposition Services)
- Warranty Services
- Leasing and Finance Services

Traditional Audio Visual Products

- Digital Cameras
- Camcorders
- Broadcast Equipment & Video Editing Systems
- Flat Panel TVs, DVD/VCR Combos
- Classroom Tape Recorders, CD Players & Recorders
- Projectors
- AV Carts & Mounts for TV's, Projectors, etc.
- Public Address (PA) Systems
- CCTV Security Systems

Please visit www.bluum.com or contact your Account Executive for a complete listing.

Freight Statement

All prices posted in the Bluum Online Catalog are FOB destination except for special handling or as noted below.

Special handling will be prepaid and added to the invoice.

Examples of special requests include inside delivery, overnight or 2nd day delivery and shipping order consolidation.

Orders over 50 pounds, and/or orders for large items (i.e.: Furniture, TV/monitors and standard or electronic whiteboards, etc.) will be shipped PPD and added to the invoice at the substantial discounts Bluum receives from carriers.

Website Advantages

Online Catalog & Contract Portals

One of the many advantages of working with Bluum is easy access to our always-current MSRP catalog at <https://customer.bluum.com/products.htm> (new Bluum ecommerce site coming soon!) and our exclusive customer contract portal through <https://www.bluum.com>.

Bluum's unique customer web portals offer a secure, password-protected, and customized web site that provides:

- A comprehensive database of products with model numbers, pictures, specifications and pricing maintained by our manufacturers.
- Custom pricing that shows manufacturer-provided list prices, your established contract price, and the percent and total dollar savings on each item.
- On-line search capabilities with product descriptions, product images, and specifications on current products.
- Updated product information for selected contract including delisting of discontinued product and the addition of new product with the same discount structure as the original bid.
- Administrative functions in real time that allow you to research and track orders, access open order and purchase history reports, reprint invoices, and develop usage reports.
- The ability for all users to access pricing information and construct quotes for approval or budgeting purposes.
- Contact list for easy reference.

Even without a login, you can view up-to-date Manufacturer List Prices for our entire catalog at <https://customer.bluum.com/products.htm>.

Accessing your unique customer portal is easy!

Simply go to <https://www.bluum.com>, click on the 'Sign In' heading, then enter your email address, customer number and password. From there, select the "Products/Purchasing" menu and search by product category, brand or model number for any item on our bid proposal.

It's a convenient and efficient way to check pricing and discounts available on all of our product lines and view the most aggressive discounts available to all participating entities.

Contact your Bluum Account Executive with any questions and to get your contract set up.

Tab 8

Value Added Products & Services

VALUE ADDED SERVICES

Bluum employs a uniquely consultative method of supporting our customers both in the field and internally. Our Account Executives are experts in educational technology solutions. Ultimately, we expect to serve as trusted advisors to our customers in selecting the right products and solutions to fit their individual needs and budgets. Bluum is closely aligned with its client base, offering personalized service and delivering a wealth of added value options which makes us considerably different from other resellers and online entities. There is a tremendous amount of value-added services we are capable of offering the following:

- **Free On-Site Support:** Bluum has 70+ dedicated Account Executives across the country and a vast network of subcontractor partners in place to support our customers in the field.
- **No-Cost On-Site Product Demonstrations:** Bluum Account Executives can come and conduct demos from hundreds of manufacturers and partners.
- **Consultation Services:** Bluum Account Executives will work with your personnel to have the best understanding of your needs and objectives, as well as ensuring you understand everything that can be expected from your project.
- **No-Cost Site Visits and Walk-Through Services:** Bluum will walk through and meet with your staff to best match the customer application to the product and/or service being offered.
- **Large Deployment Capabilities:** Bluum serves organizations of any size, ranging to some of the largest school districts in the US.
- **Full Scale Installation and Integration Services:** The Technicians and subcontractor partners Bluum has cultivated in its decades of providing AV solutions can provide technical service ranging from mounting displays to complex turnkey multimedia implementations.
- **No-Cost Product Orientation and Training:** After installation, Bluum will walk personnel through what they need to know to get going, at no additional cost.
- **Professional Development Services:** Bluum offers a wide range of Professional Development programs, designed to help your staff make the most of their technology. (Free Professional Development may be provided in some cases please contact your Account Executive for a quote or availability.)
- **Intuitive Website:** Bluum also offers a comprehensive website that allows your staff to access pricing, track orders in real time, view transaction history and account status.

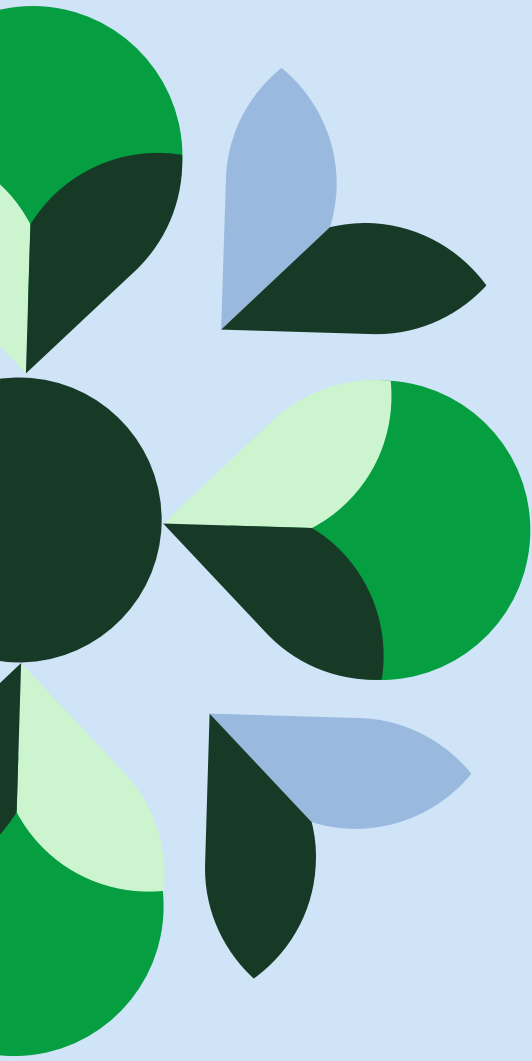
Additionally, through some of Bluum's strongest relationships, we are capable of leveraging our partnerships with the likes of Intel, Google, and Microsoft to assist our customers with a wide variety of value-added services.

Examples of services offered by our partners will vary but may include:

- Free professional development services (pre and post-sale training)

- Implementation and deployment services for large scale district rollouts
- Free online educator resources
- Best practice documentation

One of Bluum's main goals over the years has been to “accelerate learning through the application and use of technology.” Simply put, Bluum is focused to make sure that anything purchased from us is able to be used effectively in the classroom.



Professional Development

Bluum Educational Services



A strong professional development plan increases teacher engagement and maximizes the impact of a technology on student learning.

Bluum's education approach includes a variety of methods of instruction to meet each educator where they are which results in educators being empowered with practical knowledge and hands-on skills to drive student-learning outcomes.

Live Learning

1 Day Onsite or
3 hour Remote

Differentiated training,
leveled by user ability

90 min Remote

- Small Group Office Hours
- Live
- Q&A
- Tips and Tricks

Self Paced Learning

- Best practices guide
- Support plans
- Courses
- Videos
- Resources

Professional Learning Communities

Building capacity in on-site tech leaders, topics include:

- Hardware basics
- Software familiarity
- Tech integration
- Design/deliver lessons using technology

Bluum's process enables custom learning for all:

1 Define Goals & Objectives

2 Pre-training skills assessment

3 Creation of customized Professional Development

4 Comprehensive follow up including additional resources

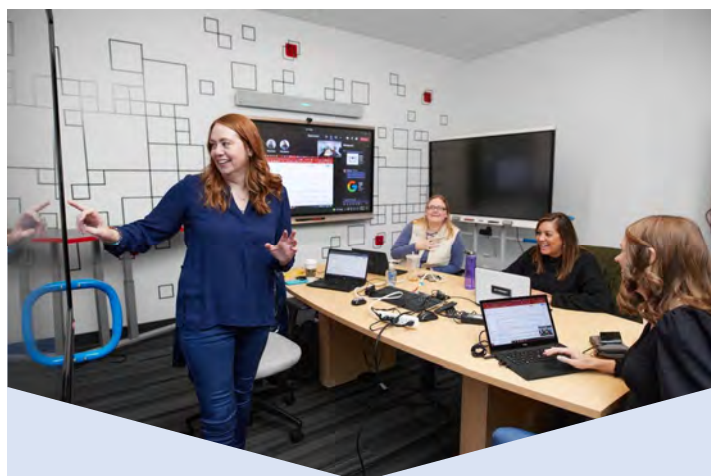
5 Ongoing support given through free webinars



Questions, or to get started:
education@bluum.com

Bluum Educational Services

Our team of fully licensed, highly engaging educators is expertly equipped to deliver professional learning and advisory services on a wide variety of topics.



Advisory Service

- ✔ Strategic Planning Consultation
- ✔ Cyber Governance Planning
- ✔ Data Collection and Feedback
- ✔ Grant Writing Services
- ✔ Budget/Funding Advisory Services



Professional Development

- ✔ Technology training (product orientation)
- ✔ Technology integration with curriculum planning
- ✔ Maker Mindset Pedagogy
- ✔ Social Emotional Learning Integration



Included with every panel is free professional development. Educators can participate in self paced learning, virtual product training and instructional integration professional development. Session goals may include, but are not limited to:

- Hands-on experience learning advanced use of hardware
- How to increase engagement and efficiency
- Model and discuss ideas for using the technology in your classroom and lessons.

Additional Options offered are below:

Professional Development	SKU	Price	Description
1 day on-site training	PD-Newline-6hrOnsite	Call for Quote	Up to six hours of On-Site Professional Development (Up to 20 attendees) Session goals may include, but are not limited to: • Hands-on experience learning advanced use of software • Alignment of new technology within existing classroom hardware & software • integration of curriculum resources & instructional strategies
Train the Trainer Self-Paced Training Resources & Coaching Sessions	PD - TTT - PLC	Call for Quote	Support up to 10 educational leaders in building capacity on site. One day onsite + 6 biweekly coaching sessions up to 90 mins each + we leave behind: custom needs assessment + custom training slide deck + premium email support.
Tech Audit	PD-AdvisoryTechAudit	Call for Quote	Self-Assessment Tool reviews all areas of edtech ecosystem including: device inventory and refresh cycles, display technology and usage, as well as network and infrastructure capacity and issues in safety and security.
1 Hour Consultation	D-AdvisoryConsultation	Call for Quote	Bluum Educational Strategist to assist with analysis and next steps based on tech audit

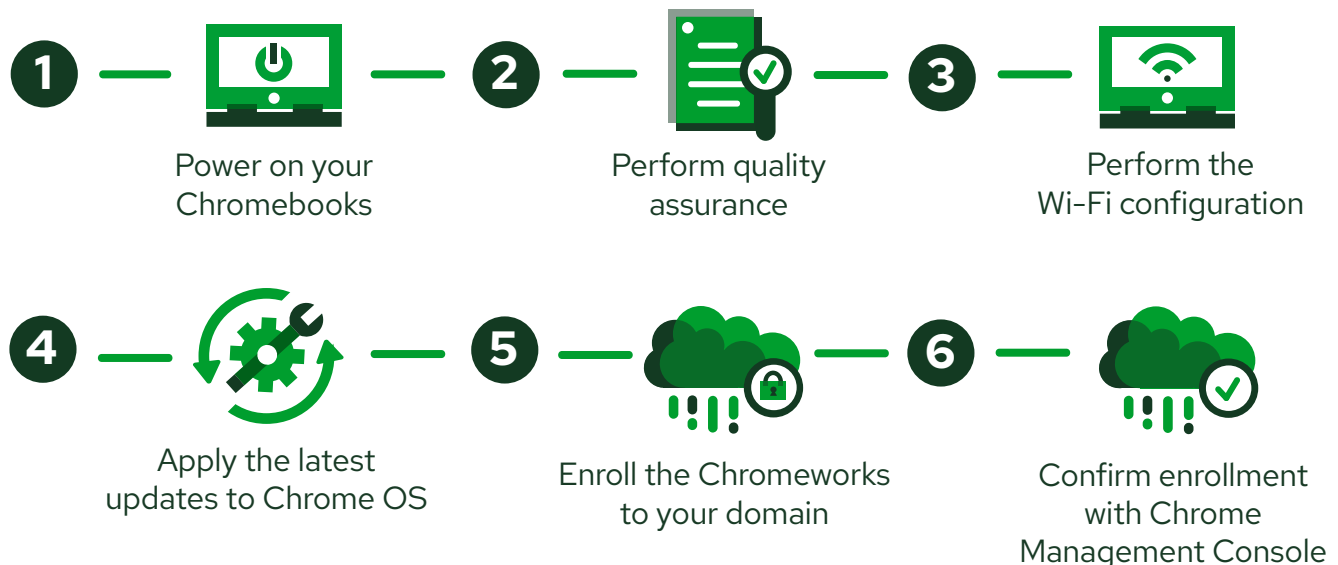


Chromebook White Glove Service

Seamless deployment, support staff at ease

Our technicians will pre-configure your devices based on your unique requirements. Instead of leaving this work for your I.T. staff to coordinate and manage on their own, we will ensure your Chromebooks are ready for student and teacher use. With Bluum Chromebook White Glove service, you can rest easy knowing your device is in certified hands and will arrive set up and ready to go.

The Process



Certified staff and superior logistics

Bluum White Glove service is performed by certified technicians in our state-of-the-art facility. We routinely handle large and complex hardware deployments for Education which has allowed us to gain the expertise and flexibility to meet your specific needs. We simultaneously ship to multiple locations under tight delivery windows. Let us assist you with planning and working backwards from your deadline to ensure your orders arrive when and where you want them.

Google for Education
Partner

Tab 9

Required Documents

TAB 9

REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to 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

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

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

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

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for 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.
- 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.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

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

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

CONTRACTOR REQUIRMENTS

Contractor Certification

Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Bluum USA, Inc.

Address 20770 US 281 N, Ste 108, #427

City/State/Zip San Antonio, TX 78258

Authorized Signature  Irving Lopez Virgen, VP of Operations

Date 11/16/22

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name Bluum USA, Inc.

Address 20770 US 281 N, Ste 108, #427

City/State/Zip San Antonio, TX 78258

Telephone Number 210-497-3144

Fax Number 210-497-3288

Email Address trenton.brackley@bluum.com - Trenton Brackley, Regional Director of Sales

Printed Name Irving Lopez Virgen

Title VP of Operations

Authorized Signature 

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>