

**Region 14 Education Service Center (ESC)**

**Contract # 11-75**

*for*

Instructional and Educational Resources

*with*

**Mackin Educational Resources**

Effective: May 1, 2023

## TAB 2 NCPA ADMINISTRATION AGREEMENT

---

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Mackin Educational Resources ("Vendor").

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 11-75, 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 Instructional and Educational Resources;

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 (15<sup>th</sup>) 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

Mackin Educational Resources  
Vendor Name

Sarah Vavra  
Name

Mesa Heise  
Name

Sr. Vice President, Public Sector Contracting  
Title

Director  
Title

5001 Aspen Grove  
Address

3505 County Road 42 West  
Address

Franklin, TN 37067  
Address

Burnsville, Minnesota 55306  
Address

  
Signature

  
Signature

May 1, 2023  
Date

3/22/2023  
Date



Response to RFP #04-23

# **Instructional and Educational Resources**

**Region 14 Educational Service Center  
made available through  
National Cooperative Purchasing Alliance**

Due: March 23, 2023 at 2:00 p.m.

**Mesa Heise**

Director of Digital Services

Office | 800.245.9540

Email: [bids@mackin.com](mailto:bids@mackin.com)





March 22, 2023

National Cooperative Purchasing Alliance (NCPA)  
P.O. Box 701273  
Houston, TX 77270

**Instructional and Educational Resources  
RFP #04-23**

Due: March 23, 2023, at 2:00pm CST

Dear NCPA Evaluation Team:

It is with great pleasure that we present the following proposal response to the **Instructional and Educational Resources** request for Region 14 Educational Service Center and the National Cooperative Purchasing Alliance. Mackin is propelled by a desire to support librarians and teachers who are entrusted with the important task of educating students. Mackin currently serves over 80,000 public and private PK-12 schools, school districts, public libraries, and educational consortia world-wide. We look forward to the opportunity to serve as your vendor for this very important project.

**One-Source Acquisition Service**

Mackin is a one-source acquisition service, providing more than 5.5 million titles from over 18,000 different publishers through one continuously updated online catalog: [www.mackin.com](http://www.mackin.com). Mackin provides:

- Books in multiple bindings – including publisher library/reinforced, trade hardcover, paperback, and MackinBound pre-bound formats.
- eBooks and digital audiobooks, available on our free, school-centric digital resource platform, MackinVIA
- Multimedia items such as DVDs, Blu-ray, audio and music CDs and MP3s

**Superior Customer Service**

Mackin's **Customer Service** department is the best in the nation, and a real person answers the phone 24 hours a day, 7 days a week. Our representatives are well-versed in Mackin products and services and are fully equipped to assist with anything your schools may require. Mackin Customer Service can be reached by phone at 800-245-9540, via email at [customerservice@mackin.com](mailto:customerservice@mackin.com), or by using LiveChat on [www.mackin.com](http://www.mackin.com).

**Certified Woman Owned Business**

Mackin is certified as a Women Owned Business with the “National Women’s Business Enterprise Certification” and also as a “Women Owned Small Business Certification.” We have attached our WBE certificate to our proposal for your consideration.

Thank you for your consideration. We look forward to serving NCPA!

Sincerely,

Lynn Bendt  
Director of Bids & Quotes



# 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 two (2) additional one-year terms or any combination of time equally not more than 2 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 two (2) additional one-year terms or any combination of time equally not more than 2 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 \$50 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**

Mackin Educational Resources

Company Name

3505 County Road 42 West

Address

Burnsville,

City

Minnesota

State

55306

Zip

800-245-9540

Telephone Number

800-369-5490

Fax Number

bids@mackin.com

Email Address

Mesa Heise

Printed Name

Director

Position



Authorized Signature

# Tab 2

## NCPA Administration Agreement

## TAB 2 NCPA ADMINISTRATION AGREEMENT

---

This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance (“NCPA”) and \_\_\_\_\_ (“Vendor”).  
Mackin Educational Resources

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, 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 Instructional and Educational Resources;

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 (15<sup>th</sup>) 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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mackin Educational Resources  
Vendor Name

Mesa Heise  
Name

Director  
Title

3505 County Road 42 West  
Address

Burnsville, Minnesota 55306  
Address

  
Signature

3/22/2023  
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 type="checkbox"/> <b>All 50 States &amp; District of Columbia</b> (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 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 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"/> <b>All U.S. Territories and Outlying Areas</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

<input type="checkbox"/> Midway Islands	
<input type="checkbox"/> <b>All Canada Provinces and Territories</b> (Selecting this box is equal to checking all boxes below)	
<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 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.

**Residency**

Responding Company's principal place of business is in the city of Burnsville,  
State of Minnesota.

**Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> 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: \_\_\_\_\_

**Processing Contact Information**

Contact Person	<u>Laurie Flaherty</u>
Title	<u>Director of Customer Service</u>
Company	<u>Mackin Educational Resources</u>
Address	<u>3505 County Road 42 West</u>
City/State/Zip	<u>Burnsville, Minnesota 55306</u>
Phone	<u>800-245-9540</u>
Email	<u>customerservice@mackin.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

**Cooperatives**

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

<b>Cooperative/State Agency</b>	<b>Discount Offered</b>	<b>Expires</b>	<b>Annual Sales Volume</b>
Association of Educational Purchasing Agencies (AEPA) / NATIONAL AGENCY	[REDACTED]	[REDACTED]	[REDACTED]
BuyBoard			



# WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Mackin Book Company DBA Mackin Educational Resources

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Certification Granted: April 19, 2021

Expiration Date: April 30, 2023

WBENC National Certification Number: WBE2100880



Authorized by Emilia DiMenco, President &  
CEO Women's Business Development Center -  
Midwest



NAICS: 513120, 519290  
UNSPSC: 55101519



# Tab 4

## Vendor Profile

**TAB 4  
 VENDOR PROFILE**

Please provide the following information about your company:

**Company’s official registered name.**

Mackin Book Company

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

Mackin which was founded by Kay Heise and Randal Heise in 1983, is honorably named after the owner’s mentor and beloved friend, James C. Mackin, who was a founding father of the children’s library book industry. The mission then, as it is now, was to grow the business by listening to librarians, teachers and educators, and providing custom services that would fulfill the unique needs of the customer. Mackin has grown on this foundation of service to become a leader as a one-source educational products and resources provider to over 80,000 customers worldwide. Our focus in PK-12 education industry by providing print, multimedia, and digital materials is reflected in our relationships with over 18,000 publishers to provide nearly 3 million print titles, 2.5 million digital license options, hundreds of databases, and an engaging selection of Makerspace resources for our customers. All Mackin’s 400+ employees are unified in their dedication to improving educational systems and doing everything possible to make a real difference.

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

Dun & Bradstreet (D&B) number: 10-867-7444

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

Kay Heise, President and CEO			Randal Heise, Executive Vice President			
Bids & Contracts Dept	Sales Dept	Digital Services Dept	Customer Service Dept	Classroom Services Dept	MackinMaker Dept	Marketing Dept
Mesa Heise	Todd Harold	Katie Schutts	Laurie Flaherty	Erin Fallgatter	Ethan Heise	Troy Mikell

The above table includes the Directors or Supervisors for some of the departments you may work with during the contract period. However, each and every person at Mackin is just as important in supporting your orders by completing their area of expertise and with over 400 employees and sales consultants, you will always have a capable person available to assist you.

**Corporate office location.**

3505 County Road 42 West, Burnsville, Minnesota 55306

**List the number of sales and services offices for states being bid in solicitation.**

Mackin has our Corporate Headquarters in Burnsville MN and a bindery in Topeka KS, which are the only offices used to service this contract.



List the names of key contacts at each with title, address, phone and e-mail address.

Sales Consultant	Email address	Cell phone	Territory
Todd Harold	Todd.harold@mackin.com	443-716-5079	National Sales Manager also covers Kansas, Nevada, New York, Oklahoma
Herbie Thorpe	Herbie.thorpe@mackin.com	985-807-7545	Alabama, Florida, Louisiana
James Taylor	James.taylor@mackin.com	205-617-7735	Alabama, Mississippi
Jorge Garza	Jorge.garza@mackin.com	915-205-0740	Arizona, New Mexico, Texas
Laura Hammerschmidt	Laura.hammerschmidt@mackin.com	314-703-2092	Arkansas, Missouri, Tennessee
Jennifer Maydole	Jennifer.maydole@mackin.com	509-881-4122	California, Oregon, Washington
Andy Wills	Andy.wills@mackin.com	701-404-0279	Colorado, North Dakota, South Dakota
Hugh Ahearn	Hugh.ahearn@mackin.com	508-683-9878	Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont
Bob Stapf	Bob.stapf@mackin.com	410-303-9798	Delaware, Maryland, Virginia, West Virginia
Scott Schertzer	Scott.schertzer@mackin.com	786-526-4318	Florida
Gladys Autry	Gladys.autry@mackin.com	770-776-8068	Florida, Georgia
Judith Christianson	Judith@mackin.com	800-245-9540	Idaho, Montana, Utah, Wyoming
Sheri Omernik	Sheri.omernik@mackin.com	920-400-9902	Illinois, Michigan, Wisconsin
Tim Kane	Tim.kane@mackin.com	502-565-5036	Indiana, Kentucky, Ohio
Mindy Romero	Mindy.romero@mackin.com	319-899-9717	Iowa, Nebraska
Brian Cretzmeyer	Brian.cretzmeyer@mackin.com	952-500-0811	Minnesota, Wisconsin
Jessica Donovan	Jessica.donovan@mackin.com	908-202-6147	New Jersey, New York, Pennsylvania
Robin Cole	Robin.cole@mackin.com	864-923-5244	North Carolina, South Carolina
Whitney Jones	Whitney.jones@mackin.com	800-245-9540	Pennsylvania
Martha Lee	Martha.lee@mackin.com	281-841-5149	Texas
Ronnie Lee	Ronnie.lee@mackin.com	281-744-0469	Texas
Dianne Meyer	Dianne.meyer@mackin.com	281-841-8490	Texas
Tuan Nguyen	Tuan.nguyen@mackin.com	214-437-8665	Texas
Vanessa Stenulson	Vanessa.stenulson@mackin.com	210-870-0476	Texas

Updates can be found online at [Find a Sales Rep Near You!](#)

**Define your standard terms of payment.**

Net 30 days

**Who is your competition in the marketplace?**

The service and resources Mackin brings to the table are unrivalled in the industry because we truly put the customer first, but our closest competition would be Follett Library Services.

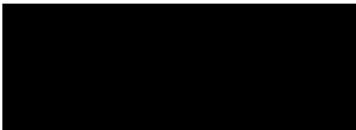
**Provide Annual Sales for last 3 years broken out into the following categories:**

- o Cities / Counties
- o K-12
- o Higher Education
- o Other government agencies or nonprofit organizations





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



What differentiates your company from competitors?

Mackin has been in business for 40 years. Our company goal is to form partnerships with schools to provide the necessary services they require. Mackin was founded on customization, offering unequaled personalized services and the broad range of materials – books, digital items, makerspace, classroom materials – for the school marketplace.

Mackin offers personalized collection development, custom collection analysis, shelf-ready processing and labeling, cataloging, shipping and packing services that are unrivaled in the industry. Bringing this full range of products and services allows the schools to work with a single vendor for all their needs, making it so much easier to know who to go to with questions or needs. Our staff are highly trained and capable of providing specialized support. Our sales consultants are strategically located around the country so there is always someone close by to assist you.

Additionally, we have designed a proprietary platform, MackinVIA, to host all your digital materials in a single place so you can easily get to all your resources with a single login and password. Here are some of the attributes of MackinVIA:

- a. It's FREE – no annual hosting or joining fees
- b. Free apps for your teachers and students devices, mobile and desktop
- c. Study Tools – note-taking, highlight, bookmarking, citations and dictionary included
- d. Individual student or teacher backpacks to save favorite titles or download eBooks for offline reading
- e. Administrative Tools to track usage, create assignments and manage your digital purchases
- f. Create Groups of resources for quick, easy access for teachers or study units.

Describe how your company will market this contract if awarded.

Our Marketing team can create a co-branded press release within the first 30 days of contract award.

They will also use Facebook and Twitter to correspond with and inform customers about our new contract.

We will create co-branded marketing flyers that our sales consultants are able to share with potential new customers – or existing ones, looking for a properly vetted contract – that describes all the benefits of our new contract.

While in attendance at trade shows, our booth staff will be aware of the contract and guide customers toward this agreement, where appropriate.



Upon award, we would expect to receive a list of your current members so we can send an email notifying them of the new contract that is available for their use through Mackin.

**Describe how you intend to introduce NCPA to your company.**

Our Sales, Quotes, and Customer Service departments will be informed immediately upon award of the contract. We have periodic sales meetings and ongoing training for our representatives and we can schedule in a dedicated session to discuss the merits of this agreement for potential customers.

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

As a true distributor of over 18,000 diversified publishers' materials, one of our greatest resources for our PK-12 customers is our online database and shopping tool at Mackin.com. Our free website contains over 5 million different resources. You can set up a profile that retains your search requirements each time you visit our website. The Order History feature allows you to check the status of your order, print an invoice or download your MARC records.

In addition to having access to this vast amount titles in different binding types – library bound, trade hardcover, paperback, MackinBound prebound, audios, videos, eBooks, online databases and curriculum, and maker items – we also provide services to assist your staff. The website is intuitive to use but if you have questions, just get in touch with us for assistance.

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

Our Customer Service department is available to handle adjustments to orders, billing and other inquiries. Our entire team is available to assist with any needs and questions. At Mackin, we value our customers and their time; that's why a real person answers the phone – 24/7. You never have to wade through automated messages for assistance. Just call us to speak to a friendly, knowledgeable person.

You can also email for assistance or take advantage of our LiveChat by clicking on the link on Mackin.com homepage and our staff will answer your questions promptly.

Phone: 800-245-950

Email: [customerservice@mackin.com](mailto:customerservice@mackin.com)

LiveChat at [mackin.com](http://mackin.com)

Hours: Monday – Friday, 7:30am to 5:00pm Central time

**Green Initiatives (if applicable)**

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.







Anti-Discrimination Policy (if applicable)

Describe your organizations anti-discrimination policy.

Mackin is an Equal Opportunity Employer. Qualified applicants will receive consideration for employment without regard to race, color, age, gender, religion, veteran status, national origin, genetic information, sexual orientation, and the presence of mental, physical, or sensory disability, or any other status protected under federal, state, or local laws.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Mackin is a certified Woman-Owned business. Please see our included certification document.



# Tab 5

## Products and Services / Scope



## TAB 5 PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

### 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

Mackin warranties that all items will arrive free of defect and in new condition. Should you receive a damaged item, just let us know and we will issue a debit on your account to use with your next order.

MackinBound pre-bounds are guaranteed against manufacturing defects for as long as the purchased ISBN remains in print. Should a MackinBound binding fail during our warranty period, please contact our Customer Service Department and they will issue a debit on your account to use with your next order.

### Products

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

Agreed.

### Construction

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

The following is a list of suggested (but not limited to) Instructional and Educational Resources categories. List all categories along with manufacturer that you are responding with:

We have highlighted the categories below that Mackin resources can be utilized for.

- Arts and Craft Supplies
- Active Play
- Audio-Visual Technology
- Early Childhood
- Educational Software
- Furniture & Equipment
- Games & Puzzles
- Literature



PH 800 245 9540 FAX 800 369 5490  
EM [bids@mackin.com](mailto:bids@mackin.com) WEB Mackin.com  
MAIL 3505 County Rd 42 W, Burnsville, MN 55306

- Mathematics
- Calculators
- Music
- Instructional Solutions
- Storage
- Physical Education & Sport
- Special Education & Needs
- Classroom & Office Supplies
- Science
- Health and Nutrition
- Language and Reading
- Farm and Ranch Supplies
- Agricultural Science
- Lab Sampling



Mackin is proud to be a certified Woman-Owned Business by the Women's Business Enterprise National Council (WBENC).  
Certification Number: WBE2100880

# Tab 6

## References

## TAB 6 REFERENCES

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

*[Remainder of this page intentionally left blank]*

**REFERENCE #1**

Entity Name	Department of Defense Education Agency (DoDEA)
Contact Name and Title	
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	

**REFERENCE #2**

Entity Name	Jonesboro Public Schools
Contact Name and Title	
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	

**REFERENCE #3**

Entity Name	Rockwall Independent School District
Contact Name and Title	
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	

**REFERENCE #4**

Entity Name	Fairfax County Public Schools
Contact Name and Title	
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	

**REFERENCE #5**

Entity Name	Loudoun County Public Schools
Contact Name and Title	
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	

**REFERENCE #6**

Entity Name	St. Paul Public Schools
Contact Name and Title	
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	



**REFERENCE #7**

Entity Name	Austin Independent School District
Contact Name and Title	
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	

**REFERENCE #8**

Entity Name	Wake County Public Schools
Contact Name and Title	
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	

**REFERENCE #9**

Entity Name	Ankeny Community Schools
Contact Name and Title	
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	

**REFERENCE #10**

Entity Name	Winston – Salem / Forsyth County Schools
Contact Name and Title	[REDACTED]
City and State	
Phone	
Email	
Years Serviced	
Description of Services	
Annual Volume	



# Tab 8

## Value Added Products and Services

## TAB 8 VALUE ADDED PRODUCTS AND SERVICES

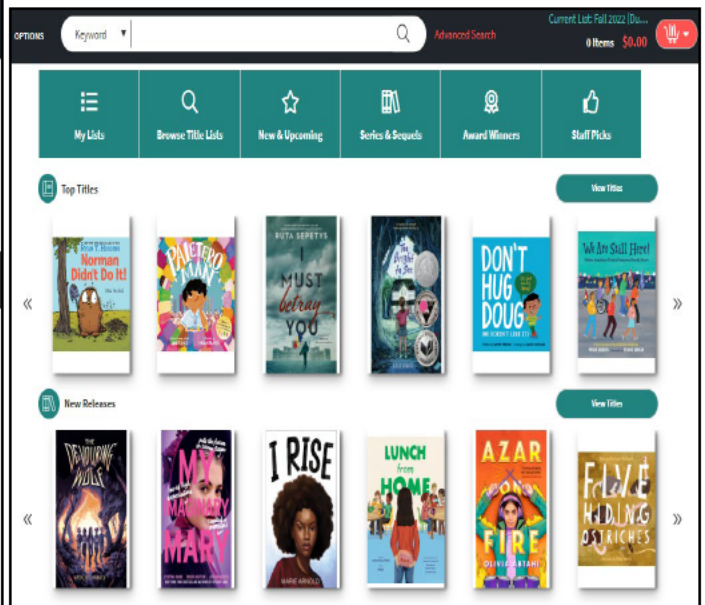
Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

### Mackin.com

All our content is served through our one continuously updated online catalog: [www.mackin.com](http://www.mackin.com). With access to a wide range of inventories from a multitude of publishers large and small, Mackin has the most titles in the most formats – meaning when you log into Mackin.com, you are sure to find all the different products you need! Mackin understands the need for a vendor who has a robust catalog and responsive systems to meet requirements, and we have continuously provided our customers with the highest level of specialized support in the industry – beginning with Mackin.com!



**Mackin Corporate Home Page**



**Shop Mackin Home Page**

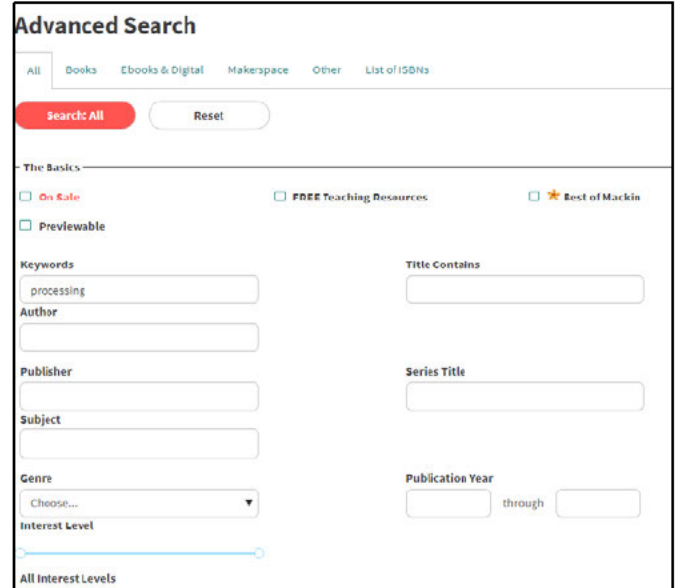
**Mackin.com is a formidable, yet intuitive to use, resource for our customers.** Users can create and manage lists, browse lists created by Mackin’s team of highly skilled professional librarians, request custom lists, manage processing and cataloging specifications, place orders, track orders, download MARC records and invoices, and so much more.



## Searching And Discovering

There are numerous ways to search and filter on Mackin.com – users can utilize the Quick Search, located at the top of every page in our catalog – or utilize our Advanced Search.

On the Advanced Search, users can search by keyword, title, author, ISBN, set/series, subject, publisher, format (including print bindings and eBook licenses), Dewey, date of publish, pages, language (including dozens of language options), interest level, reading program (including Accelerated Reader, Lexile, Reading Counts, and Fountas & Pinnell), review sources, and more! The search allows for further filtering after your initial search, so that users can drill down to the exact product they're looking for!



**Advanced Search**

All Books Ebooks & Digital Makerspace Other List of ISBNs

Search: All Reset

**The Basics**

On Sale  FREE Teaching Resources  Best of Mackin

Previewable

Keywords:  Title Contains:

Author:

Publisher:  Series Title:

Subject:

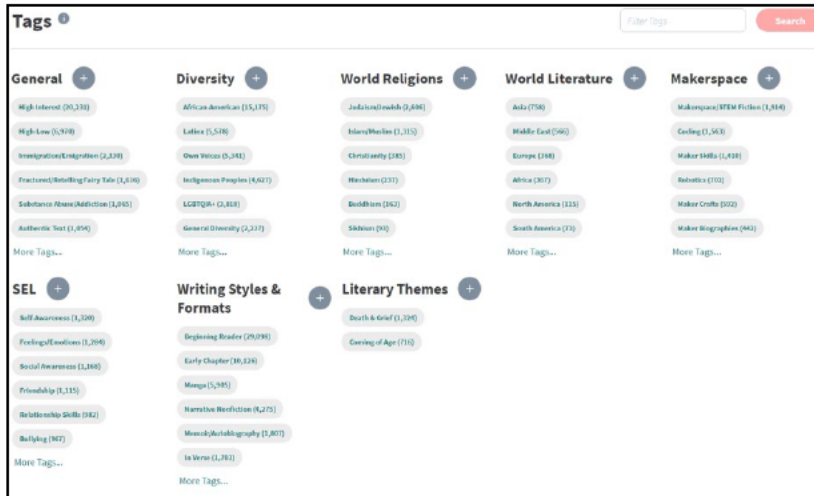
Genre: Choose... Publication Year:  through

Interest Level:

All Interest Levels

## Mackin.com Tags

Thanks to the expertise of our in-house Collection Development team, Mackin has developed a system for tagging resources in specific curricular areas – and those tags are visible and searchable on Mackin.com. We have a page for exploring the tag system on Mackin.com main menu by navigating to Title Lists > Tags.



**Tags**

General +

- High Interest (20,331)
- High-Low (3,928)
- Imaginative/Emphatic (2,438)
- Fractured/Unsettling/Fairy Tale (1,018)
- Substance Abuse/Addiction (1,880)
- Authentic Text (1,494)
- More Tags...

Diversity +

- African American (15,171)
- Latina (5,536)
- Open Voices (5,342)
- Indigenous Peoples (5,617)
- LGBTQIA+ (2,818)
- General Diversity (2,217)
- More Tags...

World Religions +

- Judaism/Hebrew (2,894)
- Hinduism (1,315)
- Christianity (180)
- Wicca/Witch (237)
- Buddhism (142)
- Sikhism (92)
- More Tags...

World Literature +

- Aid (758)
- Mobile East (540)
- Europe (188)
- Africa (307)
- North America (115)
- South America (14)
- More Tags...

Makerspace +

- Makerspace/STEM Fiction (1,314)
- Coding (1,343)
- Maker Kits (1,438)
- Robotics (102)
- Maker Crafts (552)
- Maker Biographies (842)
- More Tags...

SEL -

- Self Awareness (1,209)
- Feelings/Emotions (1,204)
- Social Awareness (1,384)
- Friendship (1,115)
- Relationship Skills (382)
- Selfing (187)
- More Tags...

Writing Styles & Formats +

- Beginning Reader (29,938)
- Early Chapter (18,124)
- Memor (5,995)
- Narrative Nonfiction (4,275)
- Nonfiction/History (1,807)
- In Verse (1,782)
- More Tags...

Literary Themes +

- Death & Grief (1,391)
- Caring of Age (711)

- Users can conduct top-level category searches and filter the results, e.g. “Diversity”
- Users can select a specific tag to see just the titles with that tag, e.g. “Latinx”
- Users can select tag combinations to find titles that fall into any of the selected tags, e.g. “High Interest” or “High-Low”

## Mackin.com Title Lists

Mackin.com features an unrivaled number of professionally prepared book lists. Our master librarians continually create and update book lists to fit every librarian’s unique needs, all available on Mackin.com, including lists covering National and State Awards, ESL/ELL, High/Low and Reluctant Readers, Graphic Novels, Popular Series, Spanish Bilingual, and more. In addition, the Title Lists page also has a search feature. Simply type a keyword that you are looking for (for example, North Carolina Awards), to see our selection lists on that topic.

### Mackin Title Lists

Awards & Standards: State / North Carolina / Awards / Current Year

- Awards: National & Regional
- Awards & Standards: State
- Classroom & Curriculum Resources
- Dewey's
- Easy, Fiction, & Folklore
- Experts & Organizations
- High Interest Topics
- World Languages

#### Current Year

**MACKIN TITLE LIST**  
**NC - CHILDREN'S PICTURE BOOK NOMINEES 2021-2022**  
 Since 1992, the North Carolina Children's Book Award has recognized excellent picture books and junior novels. Members of the North Carolina Library Association's children's committee select nominees suggested by children, then students vote for their favorite titles in each ca... [SHOW MORE](#)

**MACKIN TITLE LIST**  
**NC - JUNIOR BOOK AWARD NOMINEES 2021-2022**  
 Since 1992, the North Carolina Children's Book Award has recognized excellent picture books and junior novels. Members of the North Carolina Library Association's children's committee select nominees suggested by children, then students vote for their favorite titles in each ca... [SHOW MORE](#)

**MACKIN TITLE LIST**  
**NC - YOUNG ADULT AWARD MS NOMINEES 2020-2021**  
 Compiled by media specialists from the North Carolina School Library Media Association, this list features popular and newer titles for middle school readers in North Carolina. Students must read at least four books on the list to be eligible to vote for titles. The award is given to ... [SHOW MORE](#)

## Custom Collection Development

Mackin has a staff of professional librarians that create customized consideration lists for our customers at no additional cost. Simply go to **Title Lists -> Custom List Request** on Mackin.com. These types of lists can range anywhere from broad topics like new non-fiction or fiction, to specific topics that are important to your school or district.

### Custom List Request Form

INTRODUCTION > **SCHOOL INFORMATION** > LIST SPECIFICS > BINDINGS/FORMATS > REVIEW

Our team of professional librarians can provide on-demand custom lists of materials to meet your exact needs, complete with review sources, reading information, levels, and annotations. Working with more than 18,000 publishers allows us to find the best, most appropriate titles for your unique collection.

This form can be completed in as little as a few minutes. You will be asked to answer questions about the students and programs at your school, the types of titles you need, and your binding/format preferences. If there is any confusion about your submission, you may be contacted by one of our staff for clarification.

Thank you for using our services!

- The Mackin Collection Development Team

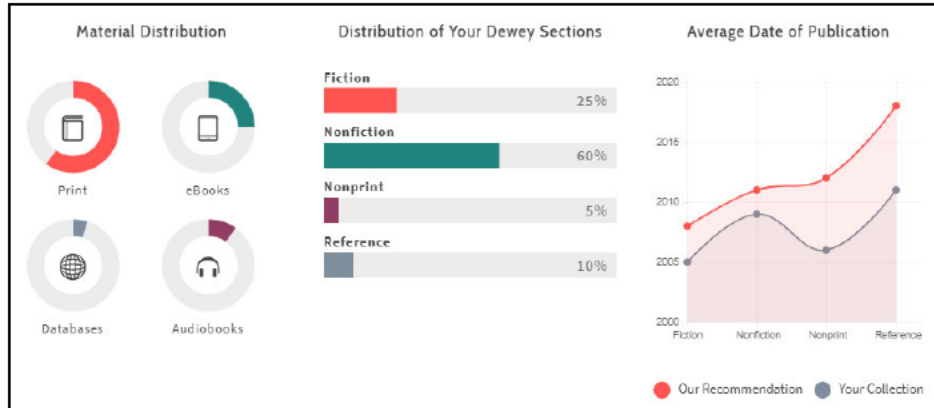
Cancel **SCHOOL INFORMATION** >

Mackin's recommended book lists are prepared by our in-house librarians and educators based on customer parameters, awards, and review sources. Please understand that all titles on our lists are considerations and are not guaranteed to fulfill the needs of every school, classroom, or library. We acknowledge that you will choose the most appropriate titles for your students. Mackin should not serve as the final authority for purchasing decisions.

## Collection Analysis

Mackin provides complete Collection Management services, including an analysis of your existing collection and comparison to an exemplary collection that meets standards based on the size, age, and distribution standards of your school. We include information regarding the average copyright date of your collection, distribution of Dewey sections and how many additional titles are needed for a balanced collection, current books per student versus the goal number of books per student, and a suggested weeding list of titles for your consideration in each collection.

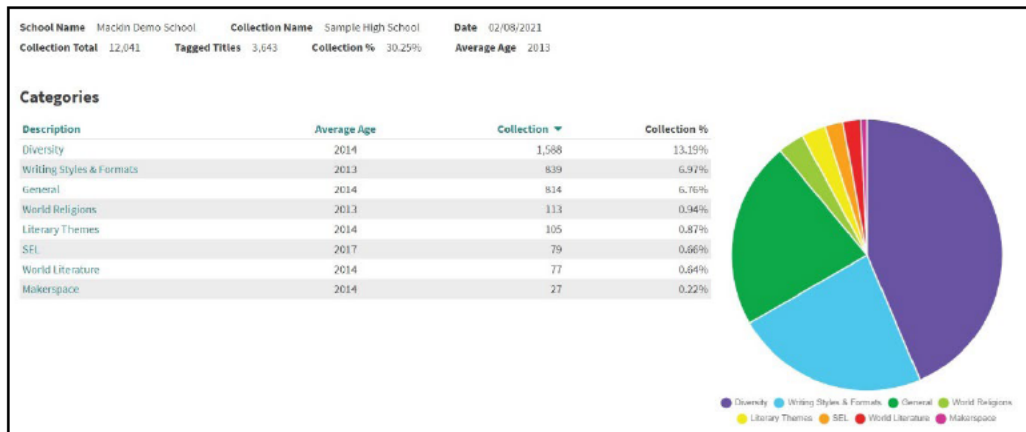




### Tag Audit/Reports

Many school districts are striving to make their library collections reflect their student population’s diversity while also aligning their collections to their curricular goals. Tag Reports are a free service designed by Mackin’s team of professional librarians and teachers that puts you in control, allowing you to conduct your own analysis based on collection tags. Everything from tags to data analysis, category overviews, report generation and more, are all available to you whenever you need it, giving you the ideal tool to assess and manage your collection.

The Category Overview provides a high-level overview of all Mackin tagged titles in the collection and a breakdown of tag categories by average age, number of titles, and percentage of the collection.



After selecting a Category, users will see tag details including number of titles for nonfiction, fiction, other, and collection total, along with average age and percentage of collection.





### TitleMatch

Collection Analysis results are posted online as soon as they are available. TitleMatch helps you manage your collection in real time.

As you add to your list, titles that are already in your collection are indicated with a color-coded icon so that you will not accidentally order duplicates.

TitleMatch allows you to view matches in a collection for a single location or multiple locations. Plus, it will tell you if your titles are on a list or previous Mackin orders.

Select the uploaded library collections (MARC Records) you want activated for TitleMatch. When a collection is activated, all your search results will include indicators for exact or possible matches.

### TitleMatch Information

- E Exact ISBN
- P Possible Match by Title/Author/Added Entry/Series Title
- P Possible Match by Title/Author or just Title
- E Exact ISBN on a submitted list
- P Possible Match by Title/Author/Added Entry/Series Title on a submitted list
- E Exact ISBN on a current list
- P Possible Match by Title/Author/Added Entry/Series Title on a current list
- E Exact ISBN on a colleague's list
- P Possible Match by Title/Author/Added Entry/Series Title on a colleague's list

Please Note: Due to possible variations in MARC records, publisher data and other factors, your TitleMatch results may not be 100% accurate.

### Print Books

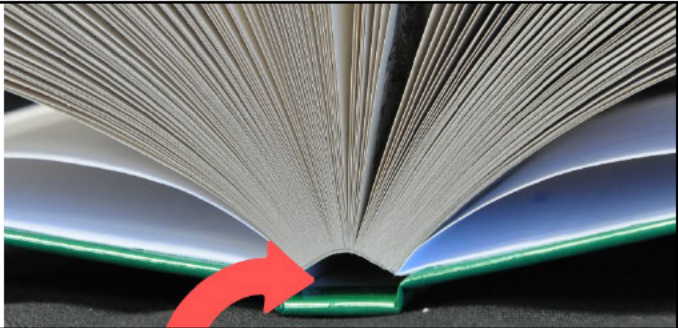
Mackin will fill your print orders following your customized binding preferences, including Library bound, Trade Hardcover, Rebound Paperback (MackinBound) and Paperback with the option of Kapco covers. If you are purchasing resources for your professional collections or a special order, other binding preferences may be acceptable – just let us know your preferences with your order!



For rebound paperback, Mackin provides MackinBound books, created at our exclusive Topeka Bindery. We start with the paperback book and then convert to a hardcover binding.

**Durable Class A Bindings, Flat and Flexible Spines**

- Sewn MackinBound books are manufactured with high-strength polyester thread, and glued.
- Durable double-fan binding.
- High-density, Class-A library bindings.
- 88 point binderboard used to construct MackinBound covers.
- Adhered with flexible, crack-resistant PVA cold glue.
- All spines are built with flexi-board.

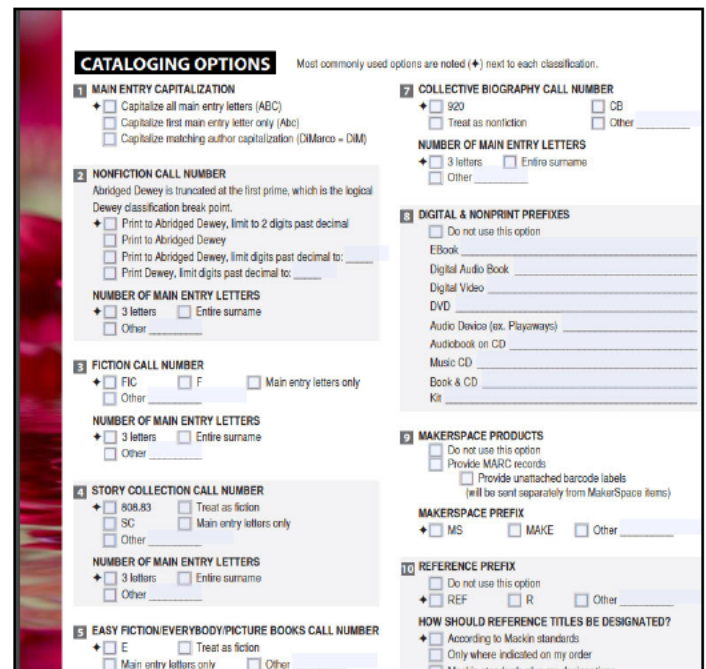


### Cataloging and Processing Services

Mackin MARC records are fully compatible with the Follett Destiny and many more library systems. All Mackin MARC records are customized and fully enhanced to your school's requirements. With your first Mackin order, simply complete our Custom Cataloging & Processing Preferences form to provide us with your specific needs. Many custom cataloging requirements are able to be programmed and become your default specifications we maintain on file for all your orders. If you want something special, just let us know by either adding a note with your order submittal or contacting Customer Service. Example: if you prefer your folktales to be truncated at the first decimal point (398.2) and the rest of your non-fiction items to be truncated to 2 or 3 decimal points, we can do that for you once you complete your specs.

Standard cataloging and processing is available for your library orders at no additional cost. Standard processing includes any combination of (1) applied barcode with protector, spine label with protector, a mylar cover taped on jacketed books, and/or a reading program label (as required). If your school needs additional items such as theft protection, additional barcodes or labels, there are minimal charges for these items. Your exact specifications are kept on file so that we catalog and process your orders accurately every time.

**NOTE:** Once you submit your specifications, you do not have to re-submit them again for future orders (unless you want to change something on your specs).



**CATALOGING OPTIONS** Most commonly used options are noted (+) next to each classification.

**1 MAIN ENTRY CAPITALIZATION**

- Capitalize all main entry letters (ABC)
- Capitalize first main entry letter only (Abc)
- Capitalize matching author capitalization (DIMarco - DIM)

**2 NONFICTION CALL NUMBER**

Abridged Dewey is truncated at the first prime, which is the logical Dewey classification break point.

- Print to Abridged Dewey, limit to 2 digits past decimal
- Print to Abridged Dewey
- Print to Abridged Dewey, limit digits past decimal to: \_\_\_\_\_
- Print Dewey, limit digits past decimal to: \_\_\_\_\_

**NUMBER OF MAIN ENTRY LETTERS**

- 3 letters  Entire surname
- Other \_\_\_\_\_

**3 FICTION CALL NUMBER**

- FIC  F  Main entry letters only
- Other \_\_\_\_\_

**NUMBER OF MAIN ENTRY LETTERS**

- 3 letters  Entire surname
- Other \_\_\_\_\_

**4 STORY COLLECTION CALL NUMBER**

- 808.83  Treat as fiction
- SC  Main entry letters only
- Other \_\_\_\_\_

**NUMBER OF MAIN ENTRY LETTERS**

- 3 letters  Entire surname
- Other \_\_\_\_\_

**5 EASY FICTION/EVERYBODY/PICTURE BOOKS CALL NUMBER**

- E  Treat as fiction
- Main entry letters only  Other \_\_\_\_\_

**7 COLLECTIVE BIOGRAPHY CALL NUMBER**

- 920  CB
- Treat as nonfiction  Other \_\_\_\_\_

**NUMBER OF MAIN ENTRY LETTERS**

- 3 letters  Entire surname
- Other \_\_\_\_\_

**8 DIGITAL & NONPRINT PREFIXES**

- Do not use this option
- EBook \_\_\_\_\_
- Digital Audio Book \_\_\_\_\_
- Digital Video \_\_\_\_\_
- DVD \_\_\_\_\_
- Audio Device (ex. Playaways) \_\_\_\_\_
- Audiobook on CD \_\_\_\_\_
- Music CD \_\_\_\_\_
- Book & CD \_\_\_\_\_
- Ki \_\_\_\_\_

**9 MAKERSPACE PRODUCTS**

- Do not use this option
- Provide MARC records
- Provide unattached barcode labels (will be sent separately from MakerSpace items)

**MAKERSPACE PREFIX**


- MS  MAKE  Other \_\_\_\_\_

**10 REFERENCE PREFIX**

- Do not use this option
- REF  R  Other \_\_\_\_\_

**HOW SHOULD REFERENCE TITLES BE DESIGNATED?**

- According to Mackin standards
- Only where indicated on my order
- Mackin standards plus my designations

 <b>Mackin Approach</b>	
<b>WE START BY LISTENING</b>	<b>WE RESEARCH</b>
<p>As a true partner in the pursuit to provide meaningful educational content, we begin by taking the time to listen first to fully understand your vision.</p>	<p>Resourcefulness and a passion for discovery are key to how our professionals approach each unique situation when it comes to creating rewarding classroom and take-home resource environments.</p>
<b>WE PREPARE TITLE LISTS FOR CONSIDERATION</b>	<b>WE DELIVER</b>
<p>Addressing your needs and sourcing the best materials gives us the opportunity to suggest titles for your consideration from thousands of publishers who can fulfill your specific request.</p>	<p>To make your job easier, your shipment arrives within needed timelines and delivered as requested.</p>

Mackin Educational Resources provides a wide plethora of titles for your consideration, including print books and digital materials, hosted through MackinVIA, our free digital management system designed for educational use – teachers and students alike. Along with the custom title collections we provide, our Mackin Learning team is available to support you in using the tools necessary to reinforce instruction.

Read on to learn how we can meet your needs in the following areas:

- Part I.** *Mackin Classroom Overview*
- Part II.** *Free Professional Custom Title Selection*
- Part III.** *Mackin’s Custom Solutions*

## Part I. Mackin Classroom Overview

**Mackin is staffed with a team of professionals** who suggest authentic print books, eBooks, and audiobooks tailored to your exact needs and student population. Our in-house professional teachers and librarians have a passion for education. They are experts at staying current with literacy needs and assessing standards to suggest the best books for supplemental reading and support your chosen curricula and units of study or titles for pleasure reading. With access to hundreds of databases and millions of print books, eBooks, and digital audiobooks in various languages, Mackin is a one-stop-shop for reading resources aligned to your chosen curriculums and/or academic and essential learning standards.





**Our in-house educators stay current in the science of reading research and literacy.** Our in-house classroom professionals are passionate about serving your teachers and students with the very best reading resources in alignment with the latest research in reading instruction and literacy. We are able to source decodable resources, leveled texts, and high-interest independent reading titles for your classroom and the take-home needs of your students, teachers, and families.

**In addition, Mackin has a passion for serving diverse communities.** When suggesting print books, eBooks, and audiobooks, our experts can work off the direction given by your staff and experts to suggest resources to support your ethnic and socio-economic diversity. As stated by Rudine Sims Bishop, “Books should serve as windows, mirrors, and sliding glass doors for your students.” Not only does Mackin provide a diverse selection of titles that allow students to see worldviews and experiences different than their own, but they also see their own experiences reflected in their reading. In addition, we provide resources in your chosen languages, at a variety of reading levels, and in various formats.

## Part II. Free Professional Custom Title Selections

Mackin Educational Resources offers a wide range of resources to support your classroom instruction. As we partner with schools and districts, we are committed to listening and providing the highest level of service relative to the unique populations each community serves. We support you throughout the entire project by helping to suggest the very best titles. When working with Mackin, you may take advantage of the following services:



**Talk with our experts so that we truly understand your vision.** The first step is to meet with your Mackin Specialist (one of our in-house education experts) so that we can gain a complete understanding of your vision and goals. During this discussion, a Mackin Specialist will ask questions to understand better the resources your students need. For each project, questions may include the following:

- a. Do you have any specific units or essential questions you would like to achieve?
- b. What is your desired percentage of fiction versus nonfiction?
- c. What languages would you like included in your collection?
- d. What are your student demographics?
- e. How do you plan to utilize these resources (i.e., independent reading, take home resources, etc.)?



**We research.** Our Mackin Specialists are constantly researching new developments in pedagogy, standards, newly published books, new digital resources, and more. After listening to your needs and vision, your Mackin Specialist will spend additional time exploring your exact needs and the best books to support your needs. Your Mackin Specialist will compile a list of custom titles just for your consideration.



**We suggest.** Once we have completed our research period, your Mackin Specialist will send you a list of print and/or digital resources aligned to your goals. We ask you to review these lists closely with your district and school leaders and let us know if we have met your requirements or if you have any revision requests. We continue to partner with you until your title list is precisely what you need. Our goal is that every dollar you spend goes towards a resource that will be used appropriately and often in your schools.



**We deliver.** We are in the business of making your job more manageable which is why when you receive your shipment, it will be perfect and ready for you to use immediately. Your Classroom Specialists will ensure all books arrive according to the specifications of your project.

## Part III. Mackin Custom Solutions

### Classroom Libraries

Classroom libraries should provide a literacy-rich environment that contains authentic literature, offering windows to the world of every student. Mackin's experienced classroom professionals work with you to pinpoint the exact needs of your students, staff and district. We then use that information to create customized, intentional book collections designed to not only get your students excited about reading, but to practice literacy skills as well.

We support districts throughout the entire project by suggesting titles for the very best custom collection.



Mackin's educational professionals will work with you to develop custom classroom libraries that meet your goals, including:

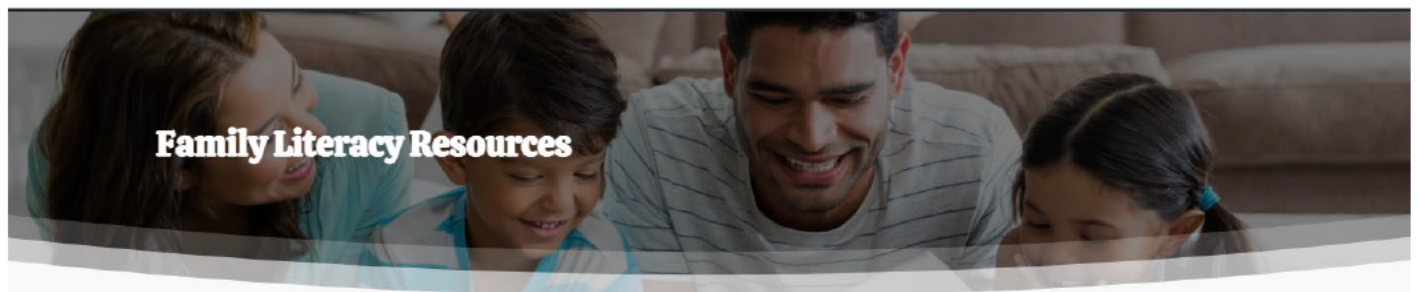
- ✓ Bestselling titles across all reading levels
- ✓ Authentic, current, relevant texts
- ✓ Diverse authors that represent your students
- ✓ Culturally response texts
- ✓ A diverse selection of genres
- ✓ Informational texts
- ✓ Variety of interests for student choice
- ✓ Decodables and phonics-based books
- ✓ High interest/low reading level titles
- ✓ Content aligned to curriculum, if desired

### Take Home / Summer Reading for Students and Family

Whether it's a single title for One Book, One School read or you want to design custom print packages, Mackin can help you with Take Home reading.

- Do you want books stuffed into a nylon draw-string backpack?
- Do you want just books, no bag?

We'll help you customize your perfect solution by working together with our classroom experts. We can figure out how best to meet your needs.



### Family Literacy Resources



Are you looking for Student Activities/Printables and/or Family Literacy resources? Just check out Mackin.com to make reading a fun and natural activity at home, to go along with the books you've selected.

## Text Sets

As schools shift from a textbook or whole class novel approach for instruction and instead incorporate rich text sets, Mackin is an invaluable partner in the process. Mackin provides titles that align with and support your units of study within electives and all ELA, EL, and content area classrooms. Having a comprehensive source of texts to use as tools helps students take more ownership of their learning. Districts choose Mackin's custom text sets to provide teachers and students with a large variety of authentic texts for inquiry and research. Our educational experts understand that when studying these units, your students need access to a variety of texts (fiction and nonfiction) written from multiple and diverse perspectives.



## Inquiry Kits

Mackin provides titles that align with and support curriculum programs, curriculum standards, units of study, and teacher created essential questions. Our curriculum kits pull together a wealth of differentiated leveled texts that supplement inquiry, content area units, social emotional learning, writing units of study, etc. Mackin Classroom's custom inquiry kits start with a conversation between the district and your dedicated Mackin Classroom Specialists. Mackin's professional educators then curate collections of texts to meet your specific needs and goals for each project, including your essential questions, unit goals, and more. In addition, Mackin provides many containment options for storing, organizing, and displaying your new collections.





**Our experts compile custom collections to meet your school’s curriculum goals, including:**

- Single copies, anchor texts, leveled 6-packs, multimedia, and teacher editions work together to create a full toolbox of materials for each unit
- Variety of texts (pulling from thousands of publishers) offer student choice around an essential question or topic, supporting differentiation
- Materials at varying reading levels (Lexile and/or F&P) cater to readers at all levels while covering the same content, supporting differentiation
- Titles are available in various world languages
- Digital title options in MackinVIA, which can be combined with free online resources to complete your unit
- Resources to be used for text-dependent reading, writing, and discussion

### Leveled Libraries

Mackin provides custom Leveled Libraries for guided reading. A leveled library collection can be a print and/or digital A-Z collection to serve all grade levels, or it can be smaller collections customized to your specific needs, such as a custom Lexile collection with your desired range in levels. In addition, collections can be aligned to your units and topics.

Mackin's Leveled Library bookroom collections arrive shelf-ready. They are purchased in your desired quantity per title (typically 4-packs or 6-packs) and with custom reading level labeling.



### Digital Resource Libraries in MackinVIA

**Mackin’s eBooks and digital audiobooks are hosted in MackinVIA™, our FREE digital content management system.** MackinVIA is a multi-award-winning digital content management system providing easy access to eBooks, read-alongs, class sets, digital audiobooks, databases, and videos. With just one login, users can view, utilize, and manage all their digital resources through a browser or mobile apps.



MackinVIA is an accomplished digital content management system with 20 national awards, including ISTE (International Society for Technology in Education) Best of Show and Product of the Year, and 7 MLA Platinum Awards. Mackin continually refines MackinVIA to meet the needs and educational goals of student, teacher, and school districts as education evolves.

Mackin distributes titles from over 9,000 publishers which provide high quality, high-interest digital materials. We have over 3 million digital items available on our online catalog – [www.mackin.com](http://www.mackin.com). With this special relationship, you will find virtually all the titles you need for your students or staff in a digital format – eBook or digital audiobook.

MackinVIA has an assortment of customizable features to personalize the reading experience of each user in each unique environment. The user interface is colorful, engaging, and intuitive, allowing users to seamlessly access all their digital resources with a single login and password.

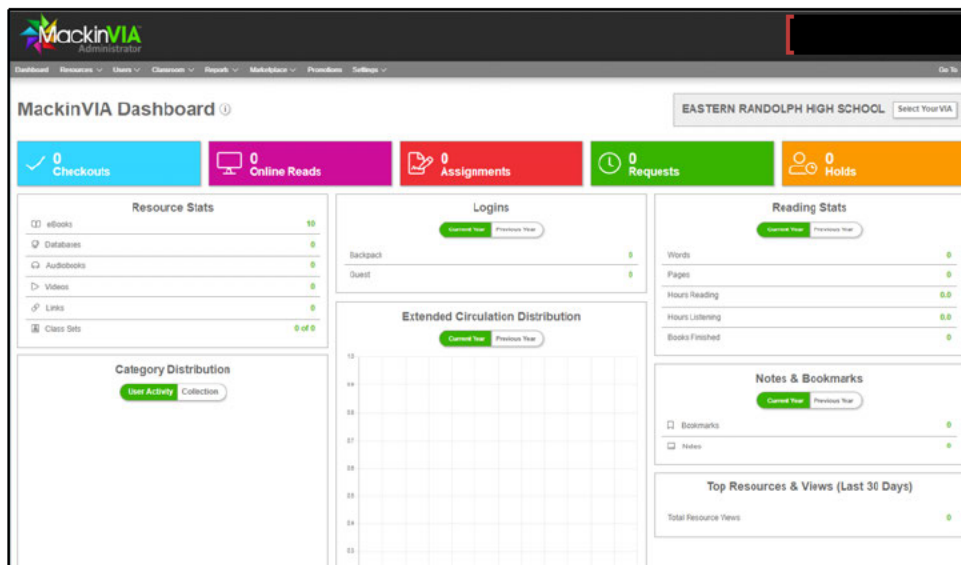


Our cross-platform application, the MackinVIA Reader, allows users to view and interact with digital content hosted by Mackin. Users can search inside the eBooks, utilize a dictionary, cite sources, and export their notes to Google Drive or OneDrive. The Administrator side of MackinVIA is a collection of robust management tools that allow librarians and teachers to effectively customize the platform based on the needs of their student population. These tools give educators the ability to oversee the content, circulation, usage, settings, and users of their MackinVIA account(s).

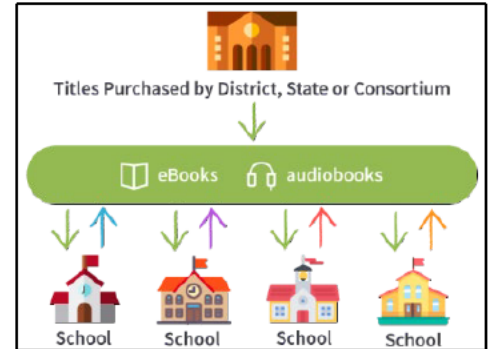


MackinVIA can be accessed on any desktop, laptop, or mobile device with a supported browser. If users would like to download eBooks and digital audiobooks for offline access, our free MackinVIA app is available for all major mobile devices as well as Mac and Windows desktop and laptop computers.

The **Administrator side** of MackinVIA is a collection of robust management tools that allow librarians and teachers to effectively customize the platform based on the needs of their student population. These tools give educators the ability to oversee the content, circulation, settings, and users of their MackinVIA account(s).



**MackinVIA is also an open system.** Administrators can add any web-hosted resources to their MackinVIA account. This includes eBooks, educational databases, digital audiobooks, videos, and links. These resources will appear within MackinVIA right alongside your Mackin purchased content. Authentication will be dependent upon the host platform. This allows MackinVIA to be a complete eResource management system, allowing **each school to access all their digital curriculum-based resources in a single location.**



## MackinVIA Key Features

As the needs and demands of education evolve, MackinVIA continues to anticipate and respond with an intelligent array of state-of-the-art features.

### Backpack

Save eBooks, audiobooks, databases, videos & more

### Groups

Create groups of resources by class, subject, etc.

### Categories

Search through popular categories

### Notebook

Take notes, highlight, bookmark & more

### Intuitive Interface

Attractive PK-12 interface for your students

### Ratings

Rate titles and view cumulative ratings

### Help Guide

Help guides for administrators and students

### Colorful Themes

Select a colorful theme or make your own

### Accessibility

Fully accessible for those with disabilities

### Search Filters

Narrow down your search results

### Deep Search

Keyword search your resources inside MackinVIA

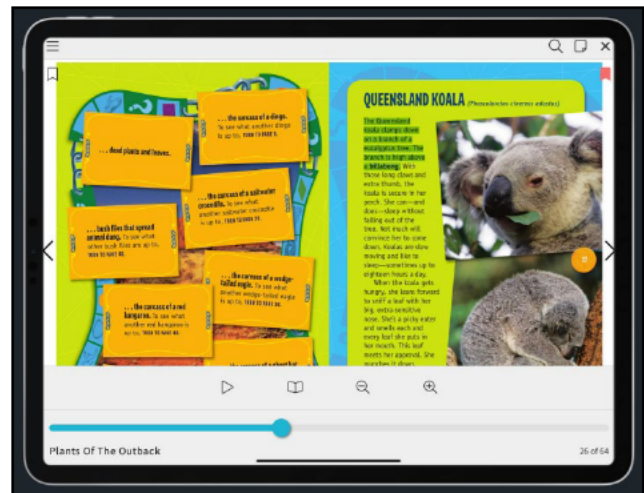
### Links

Add links for favorite websites

## MackinVIA Reader

Experience the convenience and freedom of accessing all your digital content from your award-winning MackinVIA account with free apps for your device.

- Note-taking
- Font Options
- Dictionary
- Color/Brightness
- Highlighting
- Access All Digital Content
- Bookmarking
- Offline Reading
- Underlining
- Citations
- Text-to-speech



## MackinVIA Additional Features

MackinVIA is an open system. Administrators can add any web-hosted resources to their MackinVIA account. This includes eBooks, databases, digital audiobooks, videos, and links. These resources will appear within MackinVIA right alongside your Mackin-purchased content. Authentication will be dependent upon the host platform. This allows MackinVIA to be a complete eResource management system, allowing each school to access all their digital curriculum-based resources in a single location.

## Shipping

Mackin's typical order delivery schedule is first shipment sent around 28 days ARO. A second and final (if necessary) is usually shipped within 40-45 days ARO. Large or complex orders may require additional timelines for delivery. Digital materials will be accessible in your Mackin VIA account generally within 3-10 days of receiving the order.

# 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 8<sup>th</sup>, 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 Mackin Educational Resources / Mesa Heise

Address 3505 County Road 42 West

City/State/Zip Burnsville, Minnesota 55306

Authorized Signature 

Date 3/22/2023

**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 Mackin Educational Resources

Address 3505 County Road 42 West

City/State/Zip Burnsville, Minnesota 55306

Telephone Number 800-245-9540

Fax Number 800-369-5490

Email Address bids@mackin.com

Printed Name Mesa Heise

Title Director

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](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above  
**dba Mackin Educational Resources**

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

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

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

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

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**3505 County Road 42 West**

6 City, state, and ZIP code  
**Burnsville, MN 55306**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
4	1	-	1	6	5	8	4	2 6

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶ *Isabel Moreno*

Date ▶ 1/1/23

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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