

NORTHERN SAFETY & INDUSTRIAL RESPONSE TO REQUEST FOR PROPOSAL

**Region 4 Education Service Center
In Conjunction With
OMNIA PARTNERS, PUBLIC SECTOR**

**OMNIA Partners Master Agreement for
Maintenance, Repair and Operations (MRO) Supplies & Related Services**

SOLICITATION NUMBER 19-20

**DECEMBER 9TH, 2019
2:00 PM (CST)**



COVER LETTER

December 3rd, 2019
Ms. Crystal Wallace
Region 4 ESC Business Operations
7145 West Tidwell Road
Houston, Texas 77092
Subject: Solicitation Number 19-20

Dear MS. Wallace:

Northern Safety & Industrial is pleased to submit its technical and cost proposal through this transmittal letter to Region 4 Education Service Center (ESC) in response to the above referenced Request for Proposal (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services. Northern Safety & Industrial is proud of its partnership with both its government customers and well as its national customers. This rich experience has allowed us to fully understand and appreciate the OMNIA Partners, Public Sector and Region 4 ESC's requirements under this RFP from both the manufacturer and distributor perspectives.

Northern Safety & Industrial has successfully demonstrated that it is a trusted and reliable vendor and partner. We are tremendously proud of the impacts that we have made in helping our government and national customers serve, protect and improve the lives of its citizens and communities. Northern Safety has provided government customers several of its products and services under various government contracts including NASPO ValuePoint OK-MA-818-040, Professional Grade Tools & Diagnostic Equipment.

We believe that our response meets the requirements as called out in this Region 4 ESC/OMNIA Partners, Public Sector solicitation. If Region 4 ESC or OMNIA Partners, Public Sector determines that Northern Safety's response is deficient in any way, Northern Safety & Industrial respectfully requests to be promptly notified and be given the opportunity to correct any such deficiency. Please forward any questions regarding this solicitation response to me. My contact information is provided below.

On behalf of Northern Safety, thank you for giving us the opportunity to respond to this RFP and we look forward to the opportunity to serve it's members.

Sincerely,

Daniel Dornbos

Dan Dornbos
National Government Contract Manager
Office: 405-482-6694
Email: ddornbos@northernsafety.com



Executive Summary

In a world that is changing quickly, it is essential that governments adopt new business models based on methods and practices to improve public services for citizens. Collaboration across state and government sectors, and access to the highest quality products and services are equally important in attaining these objectives. Government performance relies on the expertise of its vendors to provide the service and capabilities needed to operate both efficiently and fiscally responsible. With our robust portfolio of professional tools and service capabilities, Northern Safety and Industrial is committed to supporting Public Sector organizations to meet their goals and obligations.

Through market leadership, financial strength, and responsible business practices, we demonstrate our enduring capacity to serve the Public Sector as a key partner. We are helping cities, States and all government entities manage through the transitions and demands we are now facing together. This initiative will help our Public Sector organizations be more proficient and enable them to carry out their mission with a heightened effectiveness. For the Public Sector, we build on many years of understanding both challenges and opportunities, and we respond by designing customized solutions that address these issues. What does it mean to be a solution for the Public Sector? It means:

- Working closely with all agencies and listening to their unique service requirements
- Supporting agencies with capabilities that offer increased levels of service
- Helping reduce costs and increase efficiency through product offerings and service capabilities

Why Northern Safety and Industrial

Company Leadership and National Workforce

With Sal Longo as the CEO, Northern Safety and Industrial employs a national workforce with distribution centers and branches across a wide range of locations, providing top level customer service throughout the nation.

Northern Safety has been at the leading edge of both innovation and quality of products it manufactures, and that continues to be true today. As our customers demands increase, we strive to stay ahead of those needs through manufacturing the highest quality products, partnering with the best manufacturers, innovation, and technology.

Conclusion

Over the last several years, Northern Safety and Industrial has built a strong and collaborative working relationship with both our Public Sector and National partners. Our primary goal has been to provide highly reliable, top quality products and support services to help our customers protect, serve, connect, and educate more efficiently. Northern Safety and Industrial remains committed to creating solutions that are customer centered to increase their ability to perform and meet the changes of tomorrow. More specifically, Northern Safety and Industrial supports Public Sector customers across the nation by delivering innovative customized solutions through thought leadership, superior products, advanced technologies, and services. Our leadership team comprises of top experts from all backgrounds that understand the unique challenges of government, but also brings years of personal experience to help solve these challenges.

Table of Contents

Tab 1: Draft Contract and Offer (Appendix A & B)

Appendix A – Draft Contract

Appendix B – Terms and Conditions Acceptance Form

Tab 2: Products and Services Pricing (Appendix E)

Sub Tab 1: Appendix E – Products and Services Pricing – Core MkBsk

Sub Tab 2: Appendix E – Products and Services Pricing – MFG-Disc

Sub Tab 3: Appendix E – Products and Services Pricing – Category-Disc

Sub Tab 4: Appendix E – Products and Services Pricing – Services

Sub Tab 5: Appendix E – Products and Services Pricing – Others

Tab 3: Performance Capabilities

Sub Tab 1: Exhibit B – Administrative Agreement

Sub Tab 2: Section VI § b - Performance Capabilities Response

Tab 4: Qualifications and Experience

Section VI § c – Qualifications & Experience

Tab 5: Value Adds

Section VI § d – Value Adds

Tab 6: Additional Required Documents (Appendix C)

Sub Tab 1: Doc #1 – Acknowledgement & Acceptance of Open Records Policy

Sub Tab 2: Doc #2 – Antitrust Certificate Statements

Sub Tab 3: Doc #3 – Implementation of House Bill 1295

Sub Tab 4: Doc #4 – Texas Government Code 2270 Verification Form

Sub Tab 5: Doc #5 – Special Conditions

Sub Tab 6: Doc #6 – Questionnaire

Sub Tab 7: Doc #7 – Bid Bond Requirements

Tab 7: National IPA Response to a National Program (Appendix D)

Sub Tab 1: Exhibit A – Response for National Cooperative Contract

Sub Tab 2: Exhibit F – Federal Funds Certification

Sub Tab 3: Exhibit G - New Jersey Business Compliance

Tab a: Ownership Disclosure Form

Tab b: Non-Collusion Affidavit

Tab c: Mandatory Affirmative Action Language

Tab d: 271 Political Contribution Disclosure Form

Tab e: Stockholder Disclosure Form

Tab f: Certificate of Non-Involvement Form

Tab g: New Jersey Business Registration

Tab 8: Addendums Issued

Sub Tab 1: 19-20 MRO Addendum #1

Sub Tab 2: 19-20 MRO Addendum #2

Sub Tab 3: 19-20 MRO Addendum #3

Tab 9: Additional Exhibits

Sub Tab 1: Top Safety Distributors Report

Sub Tab 2: NSI Inventory Solutions Catalog

Sub Tab 3: NSI Service Center Brochure

Sub Tab 4: Sample OMNIA launch Promo Flyer/Discount

Region 4 Education Service Center (ESC)

Contract # R192007

for

Maintenance, Repair and Operations (MRO) Supplies and Equipment

with

Northern Safety & Industrial

Effective: April 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Northern Safety & Industrial effective April 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract (“Contract”) is made as of February 25, 2020 by and between Northern Safety and Industrial (“Contractor”) and Region 4 Education Service Center (“Region 4 ESC”) for the purchase of _____ (“the products and services”).

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 19-20 for _____ (“RFP”), to which Contractor provided a response (“Proposal”); and

WHEREAS, Region 4 ESC selected Contractor’s Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”) may purchase products and services at prices indicated in the Contract upon the Public Agency’s registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC’s intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days’ (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all actual expenses incurred that are proximately caused by Contractor.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC 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.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming stocked products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit; 4) change in market conditions.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored

offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses ~~arising out of or resulting from~~ proximately caused by the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name Northern Safety Co., Inc.

Address 232 Industrial Park Drive

City/State/Zip Frankfort, NY 13340

Telephone No. (405) 482-6694 – Dan Dornbos, National Government Contract Manager

Email Address DDornbos@northernsafety.com

Printed Name Neil J. Sexton

Title President & COO

Authorized signature Neil Sexton - President + COO

Accepted by Region 4 ESC:

Contract No. R192007

Initial Contract Term April 1, 2020 to March 31, 2023

Margaret S. Bass
Region 4 ESC Authorized Board Member

2/25/2020
Date

Margaret S. Bass
Print Name

Carmen S. Moreno
Region 4 ESC Authorized Board Member

2/25/2020
Date

Carmen T. Moreno
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11 - Pg 19	Delivery/Services Failures	Last sentence edited to read "In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all actual expenses incurred that are proximately caused by Contractor."	
	Accepted		
Section 14 - Pg 20	Delivery	Change to "Conformed stocked products"	Accepted
Section 30 - Pg 22	Indemnity	First sentence edited to read "Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from proximately caused by the actions of the Contractor, ..."	
			Accepted

VI. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

a. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract, Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Northern Safety Response: NSI's response is completed in Appendix D, Exhibit A, presented in TAB 7, Exhibit A.

b. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Northern Safety Response: NSI has reviewed Appendix D, Exhibit B and provided acknowledgements and/or clarifications in Tab 3, Exhibit B.

c. Include completed Appendix D, Exhibits F: Federal Funds Certifications and G: New Jersey Business Compliance.

Northern Safety Response: NSI has completed Appendix D, Exhibits F and Exhibit G in Tab 7, Exhibits F and Exhibit G

d. Describe how Offeror responds to emergency orders.

Northern Safety Response:

Region 4 ESC and OMNIA Public Participating agencies can contact NSI's customer service team Monday through Friday from 0730 to 2000. Beyond these hours our customers can utilize our website for emergency orders 24/7 or email OMNIA Sales Support at OMNIA@northernsafety.com. This email is monitored 24/7 and can help address any arising emergency needs. Customers may also contact their Account Manager or National Government Contract Manager direct for any immediate emergency needs and for assistance. Additional fees may apply for expedited shipping.

e. Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.

Northern Safety Response:

NSI’s Hours of Operation:

By Phone, Fax, or Live Chat		
Toll Free: 1-800-571-4646	Orders & Customer Service:	Mon - Fri: 7:30 am - 8:00 pm ET
	Sales:	Mon - Fri: 8:00 am - 6:00 pm ET
	Technical Support:	Mon - Fri: 8:00 am - 5:30 pm ET
Fax: 1-800-635-1591	24 hours a day, 7 days a week!	
Live Chat:	Mon – Fri: 8:00 am – 6:00 pm ET	

Resolution Process:

Receipt of Incorrect Product: If a Participating Public Agency receives the wrong product, they should contact their local Account Manager or contact our Customer Service Department to arrange for the return of the incorrect product and shipment of the correct replacement product. NSI will issue a credit for the incorrect item.

Damaged Product: If a Participating Public Agency receives damaged product, they should proceed as follows:

Visible Damage: When possible, the Participating Public Agency should refuse delivery of product(s) that are visibly damaged and contact their Account Manager or Customer Service Department to arrange for the shipment of replacement product(s).

Concealed Damage: The Participating Public Agency should contact their local Account Manager or Customer Service Department to arrange for the return of the damaged product(s) and shipment of replacement product(s).

Invoicing Questions: The Participating Public Agency should contact our Customer Service Department regarding the question or need. The Participating Public Agency should have either the invoice number or order number available for faster resolution.

Other Concerns: Our customer service team will also be able to address other customer concerns such as:

- Information on order status
- Delivery status
- Order tracking
- Item price information based on contract
- Product availability

- Detailed product information
- Locate products for specific applications and finding products which meet specific technical requirements (technical support)
- Selecting alternate products to complete purchases
- Placing and managing emergency orders
- Providing product quotations

NSI has our 100% satisfaction guarantee to ensure the customer is always taken care of. The process outlined above funnels through our Customer Care Team who specialize and manage problem resolutions.

f. Describe Offeror's invoicing process.

Northern Safety Response:

NSI offers individual invoices per shipment, EDI invoicing, P-Card invoicing or Summary Billing. In addition, our invoicing can also include customization that can reflect customers internal part numbers for increased efficiencies. NSI's summary billing is our invoicing system that simplifies a customer's procurement system and reducing their internal costs by providing a single bill summarizing all items purchased through a purchase order or P-Card once all items have shipped. This allows an easier reconciliation process when multiple items are purchased in a single order.

NSI's invoices are auto-generated at time of product shipment. NSI only invoices when product has shipped from one of our facilities or we have received an invoice from our manufacturer partners that is drop shipping products not in stock with NSI. Customers may access their invoices by logging on to NSI's website or contacting our Customer Service Team or their Account Manager at any time.

g. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase, include training that customer will receive as part of the transition.

Northern Safety Response:

It is our goal to complete the implementation of the new Region 4 ESC/ OMNIA MRO contract in less than 90 days to make it as seamless and success to Region 4 ESC and all Participating Public Agencies. We recognize that a new contract award requires special focus and a disciplined approach to implementation for existing OMNIA members as well as future targets including NSI's current Public Sector customers affiliation to utilizing this contract method.

Implementation/ Customer Transition Plan (Day 1 – Day 90)

Day 1:

- **Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services Contract Kickoff:**
- **Conference Call announcing award to NSI's Regional Leadership, Sales Force, Sales Operations and Sales Support outlining the final details of the contract.**
- **Communicate new contract terms to NSI's Sales Force and Sales Support teams to:**
 - **Review Pricing and Programs available under the new contract**
 - **Communication targeting potential Participating Public Agencies**
 - **Communication targeting Participating Public Agencies**
- **Conference call announcing award to NSI's Executives and outlining final details of contract**
- **Partner with Region 4 ESC/ OMNIA on an e-mail notification to current Participating Public Agency members notifying them of the new award.**
- **Align eligible current NSI Public Sector Customers to affiliate and participate with new contract.**
- **Customize and enhance current marketing material to promote the new Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract.**

Step 1: First 30 Days

- **Position the new Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract with all current OMNIA Participating Public Agencies, transition eligible NSI's Public Sector Customer to both affiliate and participate with contract as well as targeted potential Participating Public Agency affiliations.**
- **Present the NSI Core Value Proposition**
- **Gain a thorough understanding of each customers overall procurement goals and initiatives and leverage the Region 4 ESC/ OMNIA MRO contracts products, pricings, services and solutions that meet customer goals and initiatives.**
- **Have instructions through website and marketing material to assist with the affiliation process as well as contract features and benefits.**

Step 2: Days 30-60 NSI Strategy based on customer needs

- **Develop a Participating Public Agency strategy in conjunction with Region 4 ESC and OMNIA based on contract features and benefits and customer initiatives**
- **Engage all resources with NSI, Region 4 ESC and OMNIA for implementation of programs**
- **Affiliate new Participating Public Agencies by communication contract features and benefits**
 - **Target mutually agreed upon Agencies**
 - **Target internal high value targets**
 - **Introduction to Region 4 ESC/ OMNIA's contract with NSI**
 - **Start Affiliation Process**

Step 3: Days 60-90 Implement agreed upon strategy and continue to leverage strengths of Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract

- **Implement programs for Participating Public Agencies**
- **Engage all resources needed to execute strategies to include contract affiliation, enrollment process with NSI, training – both internal and customer focused on contract features and benefits**
- **Continue to drive growth to reach revenue goals for both Region 4 ESC/ OMNIA and NSI**

h. Describe the financial condition of the Offeror.

Northern Safety Response:

NSI is part of the Würth Group, the largest Industrial Supplier in the world. We operate in more than 80 countries, employ over 77,000 professionals with 33,000 of these being sales representatives. We have more than 3.6 million customers across the world and generated total sales of roughly \$15 Billion USD in 2018. Founded in 1945 by the Würth family, we are proud to still be privately owned allowing us the flexibility to meet our company goals that are not dictated by shareholders. We are a financially robust company which offers us the ability to grow through operational enhancements, organic customer growth and acquisitions.

i. Contractors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies. Describe how agencies choosing to pick up the orders will receive the correct contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

Northern Safety Response:

Branch Stores:

NSI is a wholesale distribution company with branch locations and not retail outlet stores. Our branch locations are available to receive walk-in or will call orders to meet the needs of customers.

Contract Pricing Procedures:

A contract is assigned a hierarchy number which contains all of the pertinent contract information including: pricing discounts, market basket items, market basket pricing, shipping terms, payment terms, special handling notes, and all other contract pertinent information. Once a Participating Public Agency provides NSI its OMNIA membership number, their account(s) are attached to the assigned hierarchy number which automatically feeds all appropriate contract information and settings required. The process to attach a Participating

Public Agency to the Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract will be completed within 24 hours of request. Typical response time to complete the request is 6 hours and can be completed at time of request if needed.

Contract Pricing Access:

Once a Participating Public Agency has provided NSI their OMNIA membership number and their account(s) have been attached to the hierarchy, they will be able to access their contract pricing through all of our ordering methods, including Walk In and Will Call orders at our Branches. To place an order including at one of our Branches, the Participating Public Agency should provide their NSI account number. If they do not know or do not have available at time of purchase, we can locate their account by utilizing the Customers Agency Name, Agency Address, Agency Phone Number, Agency Ship to Address, Buyers Name, Buyers E-mail or Buyers Phone Number. If a Buyer has not ordered with NSI previously and has not been set up in our system as such, we can set him/her up at time of purchase to the appropriate Participating Public Agency account, including access to our website for future shopping capabilities.

- **Store/ Branch Ordering Process: All in store purchases will be conducted through NSI's standard branch customer service processes. The following outlines what this process looks like:**
 - **Participating Public Agency customer identified through the above factors**
 - **Desired items scanned/entered and appropriate contract price applied via OMNIA affiliated account number within NSI's SAP ordering system**
 - **Product order picked from inventory and provided to customer. If desired product is in stock at a different branch or distribution center – shipping instructions will be inquired. All orders ship to customers desired business location.**
 - **Receipt issued to customer**
 - **Transaction closed and information processed for billing within the system.**

Report Tracking to OMNIA:

All sales reporting required by OMNIA on a monthly basis will be provided as required. All Participating Public Agencies affiliated to the Region 4 ESC/ OMNIA MRO contract sales will be tracked through our hierarchy affiliation in SAP regardless of ordering method. With this capability, capturing all OMNIA sales at time of purchase for all ordering methods is an instantaneous process. We have a robust reporting system through Microsoft Business Intelligence that can pull several different reporting parameters for any desired time frame to include a specific day, week, month, quarter or other timeframes.

j. Payment terms/options. Include standard payment terms, early payment discounts and forms of payment accepted. Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Northern Safety Response:

NSI's standard payment terms is NET30

NSI does not offer early payment discounts

NSI accepts all forms of payments including purchase order, EFT transfers, and all types of VISA, MasterCard and American Express as a means of payment, regardless of ordering channel (phone, fax, website, e-mail and will call). All credit/procurement card transactions are processed through our mainframe computer system. Due to this, NSI does not need to utilize credit card processing equipment provided by the credit card companies.

Convenience Fee – Not applicable

VI. EVALUATION PROCESS AND CRITERIA

c) Qualification and Experience

- a. Provide a brief history of the Offeror, including year it was established and corporate office location.

Northern Safety Co., Inc. (NSI), founded in 1983, was incorporated in the State of New York. It all began delivery medical and first aid supplies out of the back of a pick up truck.



1983

This is where it all began! We sold medical and first aid supplies out of this truck.

We quickly became an industry leader in safety and in a short 16 years later and opened our state-of-the-art office and distribution center in Frankfort, New York.



1999

We changed our address again! We moved into our new, larger, state-of-the-art office and warehouse space in Frankfort, NY.

Since that time we have had an unprecedented high double digit growth percentage through opening additional branch and distribution centers, organic customer growth and acquisitions. In 2015, our tremendous growth, reputation in the market, customer focus, company philosophy and company culture drew the attention of the largest MRO company in the world, the Würth Group, which brought us into their family. The Würth Group is a family owned business that was founded in 1945. In the span of 74 years, has grown to operate in over 80 countries and has more than 77,000 employees and over \$15.6 Billion in total sales. We are a globally recognized and awarded Global Market Leader Champion.



World Market Leader in the Trade of Fastening Materials

The Würth Group is the world market leader in its core business, the trade of assembly and fastening materials. It currently consists of over 400 companies in more than 80 countries and has more than 74,000 employees – 32,000 are sales representatives. According to the preliminary annual financial statement, the Würth Group generated total sales of \$15.6 billion in 2017.

In the core business, the Würth Line, the product range for craft and industry comprises over 1,000,000 products. This includes screws, screw accessories and anchors to tools, chemical-technical products and protective equipment. The Allied Companies of the Würth Group, which either operate in business areas adjacent to the core business or in diversified business areas, round off the range by offering products for DIY stores, material for electrical installations, electronic components (e.g. circuit boards) as well as financial services.

The Würth Group awarded **Global Market Leader Champion 2018** in the trade of assembly and fastening materials.

b. Describe Offeror’s reputation in the marketplace.

Northern Safety Response:

NSI has built a reputation of being one of the most trusted suppliers in the MRO industry from our dedication to providing exceptional customer service, access to over 3000 trusted brands as well as a full line of NSI branded products. In addition, with our offering of value-added services and solutions, we are a company that can truly do it all. This gives us the ability to help participating members to realize costs savings designed to keep your employees safe and productive and able to go home to their families at the end of the work day. This dedication combined with our 100% Satisfaction Guarantee has made us one of the most trusted suppliers in the nation for their MRO supplies.

100% Satisfaction Guarantee

All of our products are 100% Guaranteed...period. If things aren't exactly the way you want them, we'll quickly replace an item, issue a full credit, or give you a complete refund. Your total satisfaction is our top priority!

From brand-name products and excellent prices to knowledgeable sales reps and outstanding service, you'll get it all from Northern Safety & Industrial!

c. Describe Offeror’s reputation of products and services in the marketplace.

Northern Safety Response:

NSI’s strength and reputation in the MRO industry falls on our strong and comprehensive line of quality and name brand MRO suppliers and manufacturers. In addition, NSI develops and manufactures it’s own line of safety products, as well as has a robust offering of private label products. We go to great lengths to choose our products. Before we offer these products to our customers, they have to meet our high standards based on their quality, reliability, regulatory requirements, and price. We will not offer any products that does not meet these strict standards. We know how important it is for you to choose the right products, and we do our very best to bring the best to you. The products we offer are from manufacturers whose reputation for quality and reliability has been proven over time. Providing these top tier manufacturers with the best reputations in the industry, coupled with our superior levels of service, make us one of the premier safety and industrial supply companies.

d. Describe the experience and qualification of key employees.

Northern Safety Response:

NSI Key Personnel		
Name	Title	Email
Executive Support		
Mike Stewart	Executive VP of Business Development	MStewart@northernsafety.com
Cindy Messina	Director of Sales Operations	CMessina@northernsafety.com
Mark Mitchell	West Coast VP of Sales & Operations	MMitchell@northernsafety.com
Stan Johnson	Sr. Executive VP	SJohnson@northernsafety.com
Ernie Bridges	Mid-South VP of Sales & Operations	EBridges@northernsafety.com
Mike Sullivan	Regional Vice President - Mid West Region	MSullivan@northernsafety.com
Jeff Hill	Southland VP of Sales & Operations	JHill@northernsafety.com
Sales		
Steven Lanahan	Director of Government Sales	SLanahan@northernsafety.com
Dan Dornbos	National Government Contract Manager	DDornbos@northernsafety.com
Mike Entwistle	Northeast Region Regional Sales Manager	MEntwistle@northernsafety.com
Jeff Patridge	Central Region - Regional Sales Manager	JPatridge@northernsafety.com
Jason Huffines	Mid-Atlantic Regional Sales Manager	JHuffines@northernsafety.com
Gerald Thomas	Mid-West Regional Sales Manager	GThomas@northernsafety.com
Nathan Terrier	Gulf Coast Regional Sales Manager	NTerrier@northernsafety.com
Account Managers	National Sales Team	DDornbos@northernsafety.com

Stan Johnson
Senior Executive Vice President
30 Years



- Joined SAFECO in 1998; joined Northern Safety via acquisition
- Responsible for national accounts and field sales
- Held a variety of managerial positions at SAFECO/Northern Safety

Sal Longo
Founder & CEO
34 Years



- Founded Northern Safety in 1983
- Visionary and senior-most leadership on a daily basis
- Developed NS® Brand product line
- Northern Safety has acquired 6 companies since 2006 under Sal's leadership

Neil Sexton
President & CEO
11 Years



- Joined Northern Safety in 2007 via acquisition
- Founder of TeleGreet, a multi-channel marketing service bureau acquired by Northern Safety
- Executive sponsor of Northern Safety's SAP implementation

Michael T. Borrelli, CPA
Chief Financial Officer
2 Year



- Joined Northern Safety in 2015
- Experienced CFO and CPA with over 27 years in public and private sector
- Brings strong financial and operational skillset to the existing operations of Northern Safety and to the execution of its acquisition strategy

Michael Stewart
COO Acquisitions/Vice President of Business Development – 3 Year



- Joined Northern Safety in 2015
- Assists with matching potential acquisition targets with Northern Safety's Strategic Business Interests
- Strategic executive leader successful in building and growing companies

Luis Garcia President – Gulf Coast 27 Years	David Rankin President – Midwest 36 Years	Robin Fostini Executive Vice President Business Intelligence 22 Years	Troy Hughes Vice President – Southland 15 Years	Rusty Barnes President – Southland 15 Years		
Kim Bongiorno Director of NSI Inventory Solutions 22 Years	Dave Faccioli Vice President Merchandising & Customization 23 Years	Jeff Sandel Vice President Marine Sales & Services 10 Years	Ben Heselton Vice President Information Technology 11 Years	Kathy Pezzulo Vice President Marketing 22 Years		
Alice Bretos Director of Gulf Coast Operations, Regional Manager 9 Years	Laurel Bledsoe Director of Mid South Operations 20 Years	Steve Hryb Director of Logistics & Purchasing 23 Years	Tammy Marchese-Franco Director of Human Resources 20 Years	Cindy Messina Director of Sales & National Accounts 16 Years	Kelly Billings Director of Business Process Management 20 Years	Martha Moorehead Controller 22 Years

e. Describe Offeror's experience working with the government sector.

Northern Safety Response:

In the government sector, NSI understands the values and processes associated with public procurement. NSI is dedicated to and focused on government agencies and helping them drive down their costs to purchase. We understand the budgetary processes that agencies rely on and the competitive and transparency requirements related to acquiring goods and services. We align the needs for compliance of the public sector with delivering MRO products and services across the wide span of governmental responsibilities to agencies both small and large. With NSI's experience and relationship with suppliers, we remain a steadfast partner in delivering expeditious responses and proven reliability when called upon. With our history in the public sector and experience as a trusted supplier, we embrace the opportunity to form a devoted relationship with Region 4 ESC/ OMNIA and serve all Public Participating Agencies above and beyond their expectations.

f. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Northern Safety Response: None to report or disclose.

- g. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, and years serviced.

	Customer Name	Address	Contact person	Contact Information	Years Serviced
1	 Oklahoma City Fire Dept	820 NW 5th Street OKC, OK 73106	Tess Hague Administration	tess.hague@okv.gov 405-297-3314	20+ years
2	 Washington State Department of Transportation	310 Maple Park Ave SE Olympia, WA 98504	Jerry Clardy Purchasing	ClardyJ@wsdot.wa.gov 360-357-2645	2+ years
3	 Charleston Water System	103 St. Phillip Street Charleston, SC 29402	Ronnie Freitas Water Quality	FreitasRA@CharlestonCPS.com 843-297-1168	10+ years
4	 ADEQ Arizona Department of Environmental Quality	1110 W. Washington St Phoenix, Arizona 85007	Patricia Lorenzen Purchasing	lorenzen.patricia@azdeq.gov 602-771-4776	4+ years
5	 CITY OF CHARLOTTE	600 East 4th Street Charlotte, NC 28202	Eric Nachamie Administration	enachamie@ci.charlotte.nc.us 704-336-7810	20+ years

- h. Provide any additional information relevant to this section.

NSI was ranked amongst it's peers for its website functionality and customer experience by an independent third party. There were three main categories that were evaluated: User Experience & Usability, Marketing & Shipping, and B2B Product needs. Out of 300 companies evaluated NSI ranked 2nd overall and received one of the highest scores given for User Experience & Usability among the other companies evaluated. NSI was also featured as one of their case studies in the report. Please see the full report provided in Tab 9, Additional Exhibits.

Case Studies

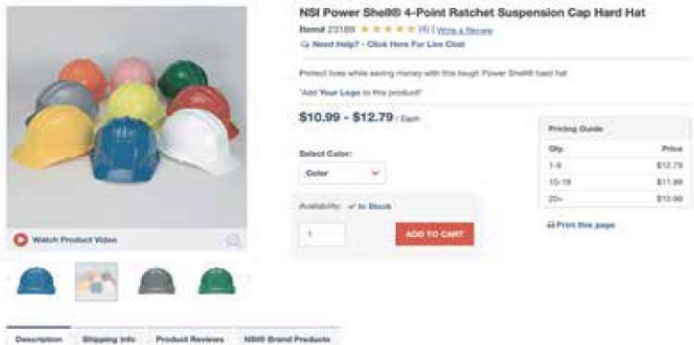
Northern Safety & Industrial

This site has everything that customers need – from a good user experience and a wide array of B2B features.

Their user experience is top-notch, showing all the information that is needed to make a confident purchasing decision; product descriptions, customer reviews, pricing guides, and recommended products. Their ample amount of product information and social proof undoubtedly plays a positive role in their conversion rates. On top of that, the website is well maintained and easy to get from product to purchase.

Along with the user experience, their eCommerce offerings are a step above the rest.

Offering volume pricing, net terms, a bulk order pad, and multiple forms of buying Northern Safety & Industrial has clearly understood their buyers' needs and streamlined the buying process.



Apruval Ranking

Rank	Company	UX	MARKETING	B2B NEEDS	RATING
1	W.W. Grainger	55	60	130	245
2	Northern Safety & Industrial	70	42	130	242
3	Global Industrial	60	31	125	216
4	Texas America	70	21	125	216
5	AFT Fasteners	60	30	120	210
6	Liveactionsafety.com	70	25	110	205
7	Safety Glasses USA	60	21	115	196
8	Midwest Unlimited	60	20	115	195
9	Conney Safety Products	40	19	130	189
10	The Fastenal Company	40	33	115	188

NSI is ready, willing and able to exceed all of the requirements of this RFP, as well as bringing its value added solutions to assist Region 4 ESC and all Public Participating agencies save time and money. With our robust product offering on-line and sourcing capabilities for non-catalog items ensures that the Public Participating agencies receive the products they need to do their jobs safely and productively. Our in hand inventory ships same day 98% of the time when orders are placed before 4:00pm. We fully recognize the importance of a strong Region 4 ESC/ OMNIA MRO Supplies contract and the overall cost savings and efficiencies that members are looking to achieve.

NSI is extremely well positioned to assist with these efforts and committed to providing the necessary products, services and solutions to serve Region 4 ESC and affiliated agencies. As we explained in detail in each section of the proposal, our experience with service the Public Sector coupled with our industry leading product line, exceptional service and supply chain and value-added programs make NSI the ideal choice to assist Region 4 ESC and OMNIA's Public Participating Agencies in serving its customers. On behalf of NSI's team members we would like to thank the Region 4 ESC for the opportunity to provide NSI's response to this very important solicitation.

d) Value Add

- a. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Northern Safety Response:

NSI has a full complement of Value Add Services and Solutions that are expected in the MRO industry, as well as a full offering of Value Add Services that separates us from the rest in providing second to none services and solutions.

Customized Website Customer Landing Page:

Website Capabilities:

- Functionality & Permission Levels are based on approved buyers registration and log-in for secure authorized purchases
- Electronic Invoicing-we communicate with various EDI Platforms per your request
- Online security with VeriSign Secure
- Multiple firewalls in place that further enhance our security against external intruders



Product Customization:






NSI does their own product customization in house and it has never been easier to add a custom logo or safety message to your order of safety supplies. Our custom printing service is a complete package to help reduce injury, increase compliance or increasing security by additional identification methods. With NSI doing the customization on-site at our own facility, it allows us to provide better quality control and much faster lead times than the industry standard. Once your logo has been

digitized and approved, we can deliver your logo'd items in as little as 5-7 business days. We also offer Free Setup, Low to No minimums on products and GREAT prices, making NSI hard to beat.



NSI Inventory Solutions: Helping you save Time, Money and Resources

Each customer's inventory goals are unique, so your inventory management solutions should be unique too. We have the tools and flexibility to design a unique program that fits a customer's specific need.

<p>Vending</p> <p>Rugged machines provide immediate, point-of-use access to the tools and supplies your workforce needs to get the job done. With vending, you'll get a clear view of inventory, transparency to usage, and easy-to-use reporting.</p>  <p>Pages 4-7</p>	<p>Crib Management</p> <p>You can streamline the way you manage all your supplies and inventory. With our wide selection of storage systems, you can organize everything from small to large, and keep track of it all by using our barcode scanning technology and robust reporting.</p>  <p>Pages 8-17</p>	
<p>eProcurement</p> <p>You can control costs by doing business electronically and monitor consumption with our easy-to-use, yet comprehensive reporting.</p>  <p>Pages 18-19</p>	<p>On-Site Services</p> <p>We can provide inventory solutions personnel at your location, providing complete turn-key inventory management.</p>  <p>Pages 20-21</p>	<p>Customized Solutions</p> <p>We'll come to your facility to determine your exact needs and build a custom solution for you.</p>  <p>Pages 22-23</p>

Vending Solutions: All of our vending solutions are fully customizable to meet your inventory management goals. NSI's vending solutions combine point-of-use access with total traceability, increasing productivity and maximizing your cost savings. Your dedicated Inventory Management Specialist will work with the Public Participating Agency to determine your needs and configure the machines tailored to meet your specific inventory goals.

During this process we will:

- ✓ look at your buying history and patterns
- ✓ Define the number of SKU's you need to dispense
- ✓ Determine how frequently each product can be dispensed
- ✓ Establish who will have access to which products, and how often
- ✓ Find out the level of security you need for your inventory

NSI™ Vending Solutions:

Reduce Total Costs

Typically 10-50% as a result of the machines' controls and reporting.

Increase Productivity

Product is immediately available, 24/7, near the workers who need it.

Automate Ordering

Your NSI™ rep works with you to ensure that your team always has the supplies they need to be safe and productive.

Vending



Our rugged equipment provides whatever level of security, access, control, and tracking you need. From medium-level to very high-level security, our machines will help keep your inventory safe and secure.



Inventory Solutions

- ✓ Increased Accountability
- ✓ Reduced Downtime and Costs
- ✓ Better Inventory Control

LOCKERS

- Individual Door Control
- Highly Customizable
- Easy-to-Use On-Screen Interface



Our Core Offering

HELIX (COIL)

- Full Visibility to Product Availability
- Maximum Flexibility
- Ideal for Harsh, Industrial Environments



CAROUSELS

- Efficient Organization of Multiple Sizes of a Variety of Supplies
- Dispenses Single or Kitted Items
- User-Friendly Touchscreen Surface



DRAWERS

- Patented Compartment-Level Control
- High Capacity Storage in Small Footprint
- Versatile and Configurable



Total Crib Management: If a customer needs a better organizational system for crib or storeroom, look to us for comprehensive crib management solutions. From sturdy shelving to barcode scanners, we are able to offer what is needed to increase efficiency, reduce loss, and save valuable time.

- **Scanning:** Our Advanced scanning technology makes ordering fast and easy. Whether a customer chooses to have us manage their inventory, or the choose to do it themselves, our dedicated barcode scanner and smartphone applications allow a customer to:
 - Expedite Orders with barcode scanning
 - Streamline purchases by uploading scanned data
 - Reduce paperwork with electronic orders



Our Mobile App Turns Your Smartphone Into a Scanner

- **Reporting:** Complete transparency to all your procurement activity. Our robust reporting software gives you the advantage you need to monitor supply levels, manage usage, and assess your purchasing. You can:
 - Control secured user access
 - Monitor usage patterns and inventory levels
 - View information at different levels according to your needs
 - Set up automatic email of reports



- **Labeling:**



Labeling *Labels improve efficiency and organization*

Our full line of labeling machines are the quick and easy way to add product identification and barcodes that will:

- Reduce errors and increase efficiency
- Improve sorting and organizing
- Eliminate wasted time



Streamlining through eProcurement technology:

We can simplify your procurement and payment processes and help you better manage your inventory with our suite of customizable eProcurement solutions. We are able to offer Custom Websites, PunchOut and EDI.

Custom Websites: Our fully integrated customer web portal makes online ordering even more convenient by providing access to useful tools and customizable features. A customer is just a click away from streamlined product management and reporting for all purchases.

PunchOut: Improving efficiency in Procure-to-Pay Processes. Our highly trained integration specialists have experience with a wide variety of PunchOut systems both on premise and cloud-

based. Whether a customer is using cXML, OCI or CIF, we can integrate to save time, money and resources.

EDI: Electronically connect to save. Our EDI Team is ready to work with customers to send and receive many EDI documents including the most common 850, 855, 820 and 810. We can communicate directly through AS2 or use a VAN. If a customer has different business requirements, we will find a solution that fits.



SHOP



Save time finding pricing and selecting products

Utilize our web-based catalog with robust search functionality to quickly access products, customer specific pricing, and availability.

ORDER



Optimize operating efficiency

ERP direct connections make placing orders fast, efficient, and paper-free.

MANAGE



Automate order and payment process

Transmit POs, receive invoices, and process payments electronically through PunchOut & EDI.

On-site Services: Our customer will have the control and flexibility to use any of our NSI Inventory Solutions with the added expertise of an on-site specialist who will help save time, money and resources. Our Inventory Management Specialist will:

Understand Your Product Needs: We will be on-site with the customer and will take the time to understand their specific requirements. We can cross reference the products that are currently being used and help find solutions for any other product needs.

Replenish Your Inventory: Our dedicated Inventory Management Specialist will monitor inventory levels, inventory usage, place orders when inventory gets low and re-stock the supplies needed to replenish inventory levels.

Fully Stocked Storage Containers: Get the products you need... when and where they are needed... **FAST!**

Whether a customer chooses to manage their own inventory or have our team of experts help, NSI Inventory Solutions can provide a fully-stocked trailer right at a customers location or job site.... Saving valuable time and increasing productivity. It's a customers fixed or mobile warehouse solution.

On-Site Trailer Solutions are Ideal for...



Go Clean Services:

NSI's Go Clean service provides reliable, efficient cleaning services that comply with all NFPA 1851 requirements and updates. Our inspection services will identify repairable damage that affects your gear's protective performance. We will also identify wear areas before they become a safety issue or lead to irreversible damage. Regular repair can keep PPE in serviceable condition and extend its safe, usable life, which will significantly offset PPE replacement costs. We also keep records on every cleaning, inspection and repair so the customer does not have to. We can provide all reporting data as needed as well. NSI is a verified Independent Service Provider, certified compliant with NFPA requirements dually trained by one of the leading manufacturers of Fire Fighting Protective Ensembles.



Northern Safety is verified by Intertek, a third-party testing facility. We are authorized to clean and perform repairs on other PPE, manufactured by: Honeywell First Responder Products, Globe, Lion, Fyrepel and Veriden.

Fall Protection Repair:

NSI is a factory-authorized service center for DBI/Sala. Our experienced technicians service equipment following the manufacturer's specifications and provide documentation upon completion of the service for easy and convenient record keeping. We will clean and inspect harnesses and lanyards plus inspect, repair and recertify self-retracting lifelines (SRL's).

Extrication Equipment Repair:

NSI is a factory-authorized service center for Amkus Rescue Systems. We stock the most commonly replaced Amkus parts on our mobile service trailer and can perform most repairs on-site in select areas.

Respiratory Protection Repair:

NSI is a factory-authorized service center for Scott Safety. Our experienced technicians service a customers equipment following the manufacturer's specifications and provide documentation upon completion of the service for easy, convenient record keeping. We can also perform quantitative fit testing for respirators and we flow test and repair SCBA's. We can also refill breathing cylinders.

Level A Suits Testing:

Our skilled technicians can inspect and test Level A suits in accordance with ATSM F 1052, Standard Practice for Pressure Testing Totally Encapsulating Chemical Protective Suits. We can provide pressure testing to confirm the gas-tight integrity of the Level A suit. Documentation upon completion of service is available for record keeping.

Safety Check Team:

We understand that the consequences of workplace accidents can put a strain on your workers and effect workplace moral and productivity, so we've designed our SafetyCheck™ Program to proactively build on your strengths, reduce risk, increase safety and lower costs. Our Program provides a solid framework for risk reduction.

SafetyCheck™

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

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

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

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

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date

11/22/19

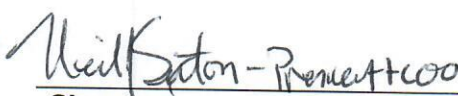


Neil J. Sexton - President & COO
Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company	<u>Northern Safety Co., Inc.</u>	Contact	_____
	_____	Signature	_____
		Printed Name	<u>Dan Dornbos</u>
Address	<u>232 Industrial Park Drive</u>	Position with Company	<u>National Government Contract Manager</u>
	<u>Frankfort, NY 13340</u>		
	_____	Official Authorizing Proposal	<u></u>
	_____	Signature	_____
		Printed Name	<u>Neil J. Sexton</u>
Phone	<u>(405) 482-6694 - Dan Dornbos</u>	Position with Company	<u>President & COO</u>
Fax	<u>(315) 793-4940 - Attn: Sales Operations</u>		

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Northern Safety Co., Inc
 Frankfort, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 19-20
 Maintenance, Repair and Operating (MRO) Supplies & Related Services

DRAFT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Region 4 ESC	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Neil J. Sexton, and my date of birth is 08/07/1958.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in Herkimer County, State of New York, on the 25th day of November, 20 19.
(month) (year)

Neil J. Sexton - President & COO 
 Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Neil J. Sexton, as an authorized representative of

Northern Safety Co., Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Neil J. Sexton - President & COO

Signature of Named Authorized Company Representative

Neil Sexton - President
+COO

11/22/19
Date

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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. §§ 12511387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure

notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions”

do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

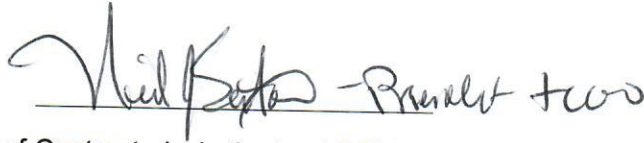
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Northern Safety Co., Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

 - President & COO

Signature of Contractor's Authorized Official

Neil J. Sexton - President & COO

Name and Title of Contractor's Authorized Official

12/2/19

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure

payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Northern Safety Co., Inc.

Address, City, State, and Zip Code: 232 Industrial Park Drive, Frankfort, NY 13340

Phone Number: (405) 482-6694 - Dan Dornbos Fax Number: (315) 793-4940 - Sales Operations

Printed Name and Title of Authorized Representative: Neil J. Sexton - President & COO

Email Address: DDornbos@northernsafety.com

Signature of Authorized Representative: Neil J. Sexton - President & COO Date: 12/2/19

QUESTIONNAIRE

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

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No List
certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No
List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No
List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity Yes No certificate holder
List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No

6.

Signed Neil J. Sexton - President Neil J. Sexton Title President & COO Date 11/22/19
100

NOT APPLICABLE TO THIS CONTRACT

NORTHERN SAFETY IS ONLY SIGNING TO ACKNOWLEDGE RECEIPT

DOC #7

For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

Signed Neil Sexton - President
+COO

Neil J. Sexton
Title President & COO

Date 11/22/19

including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Northern Safety Response: Read and Understood Section 2.3 Sales Commitment

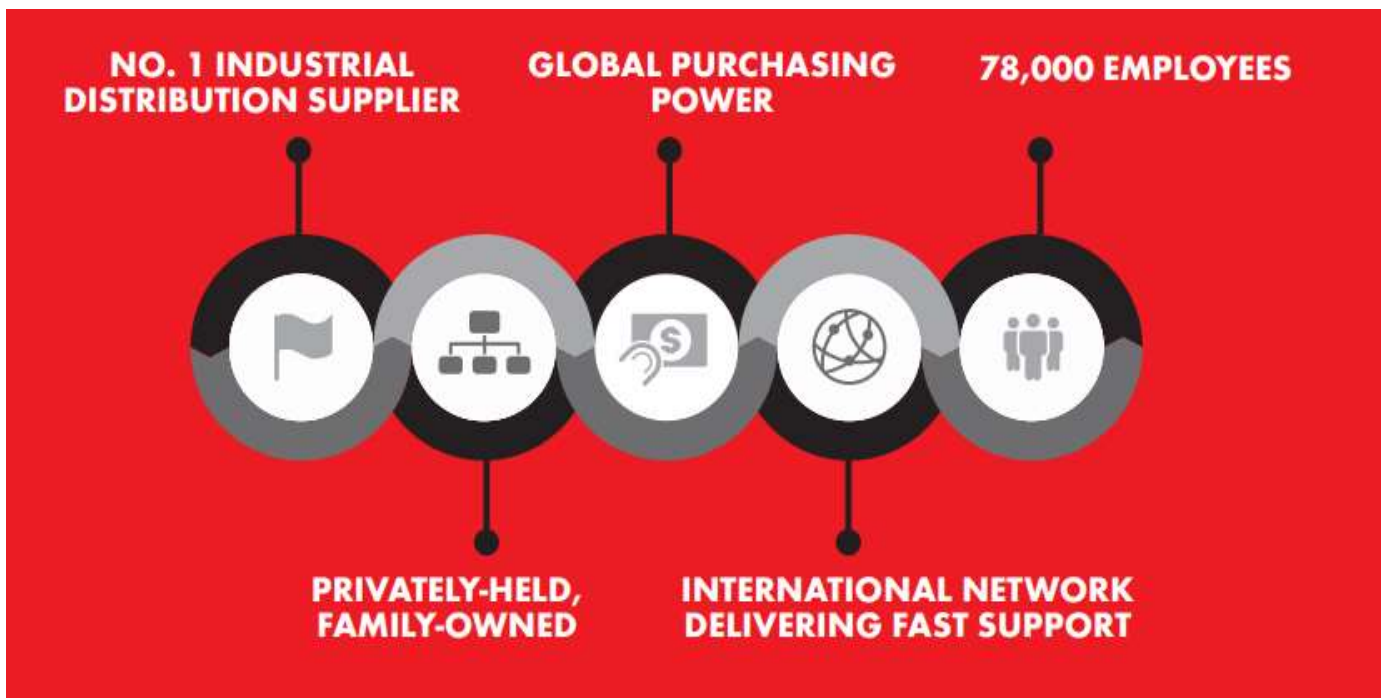
3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier.

When Northern Safety joined the Würth Group in 2015, we joined the world’s market leaders in the MRO industry. Operating in more than 80 countries, employing more than 77,000 employees with over \$15 Billion dollars in sales in 2018, makes us one of the premier companies in the world. Northern Safety and the Würth Group had very similar beginnings, with the founder of Northern Safety starting the business delivering supplies out of the back of a pick up truck in 1983, and Reinhold Würth taking over the business his father created in the 1950’s with two employees. Our similar drives to provide a strong future-oriented product strategy, serving our customers with a high level of service and a strong company culture of valuing our employees made the transition into the Würth Group seamless. Today, as one of the prominent MRO companies in the world, we want to bring our world class service to the Region 4 ESC and OMNIA family of Public Participating Agencies to help them do more with less.



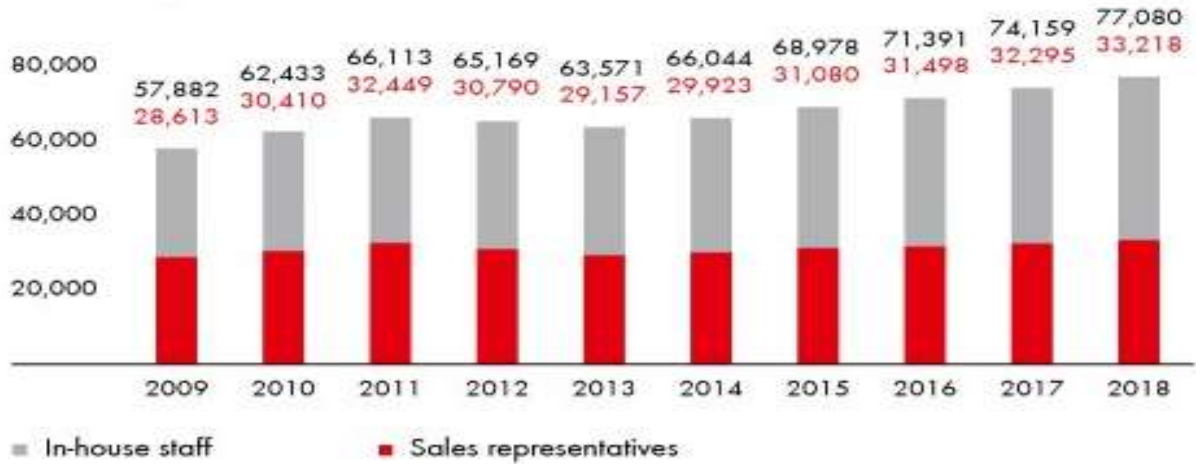
B. Total number and location of sales persons employed by Supplier.

As mentioned previously, the Würth Group employs over 77,000 employees. 33,000 of these make up our global sales force. NSI has over 90 Inside and Outside Account Managers located across the United States. In addition to our Account Managers we have an additional team of over 40 Sales

Support Team members that work in tandem with our Account Managers to support our customers needs. Combined, NSI has over 120 team members across the country committed to making sure the customers' needs are met.

Employees

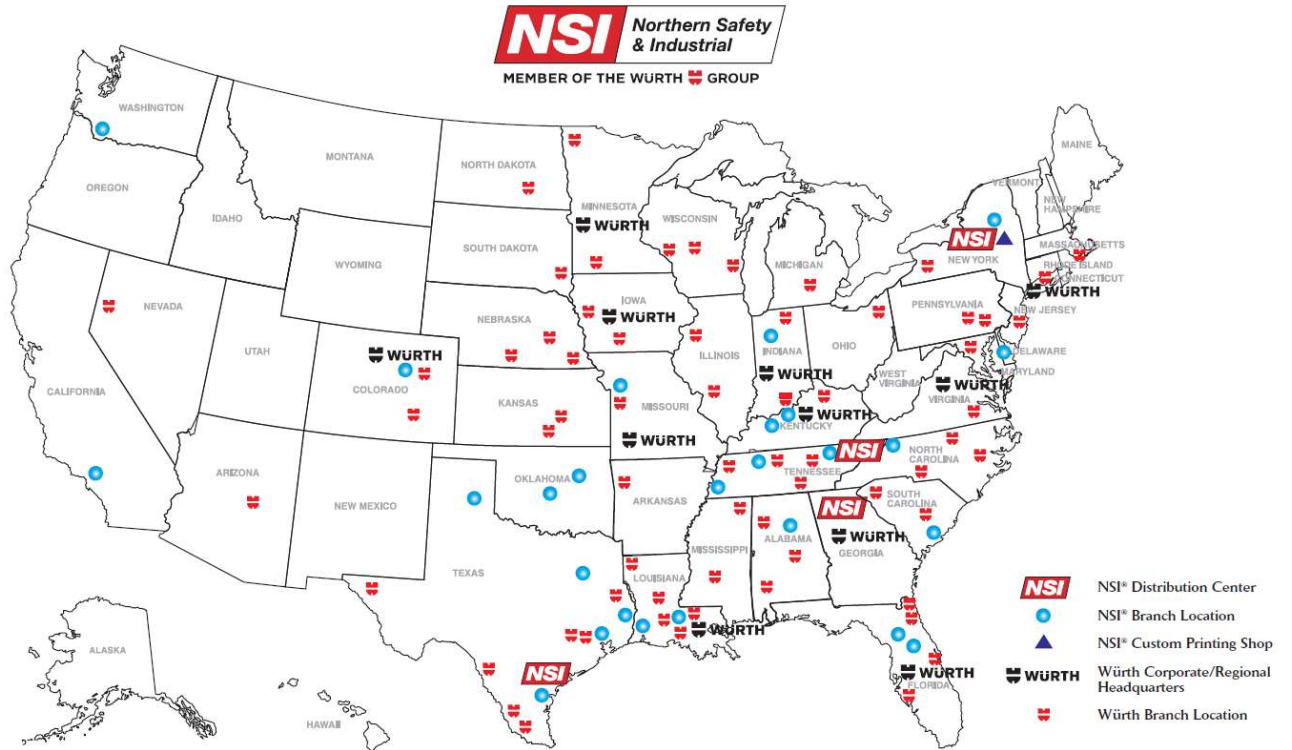
Würth Group as of 31 December



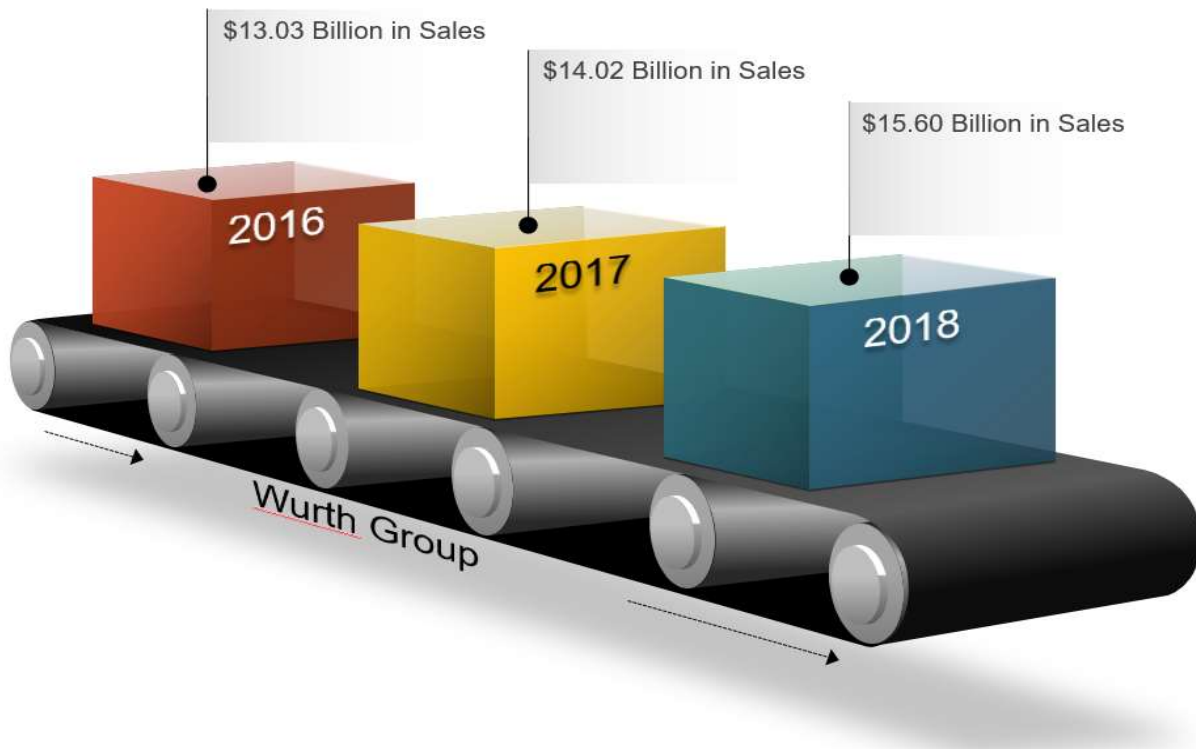
NSI Account Managers					
State	#	State	#	State	#
Alabama	2	Minnesota	1	Tennessee	6
Arkansas	1	Missouri	2	Texas	16
California	3	Mississippi	1	Virginia	1
Colorado	2	North Carolina	4	Washington	1
Connecticut	1	Nebraska	1	Wisconsin	1
Florida	3	New Hampshire	1	Inside Account Mngr	10
Georgia	3	New York	6	Sales Support - Multi	45
Illinois	2	Ohio	2		
Indiana	2	Oklahoma	7		
Kansas	2	Oregon	1		
Kentucky	1	Pennsylvania	2		
Louisiana	3	South Carolina	2		

C. Number and location of support centers (if applicable) and location of corporate office.

Würth Industry North America (WINA) – our North America operating division, consists of more than 110 locations across the United States to support our distribution needs. Of these, NSI has over 30 branch locations and 4 distribution centers strategically located to support our customers across the nation. In addition, we have a customer service center and customization center. Our corporate office is located in Utica, New York. The map below highlights all of our WINA locations and distribution centers used to support our distribution needs across the country. We are continuing our location expansion plans through new locations being opened and acquisitions. We are currently adding new distribution centers in Colorado, Oregon and Indiana to better serve our customers.



D. Annual sales for the three previous fiscal years.



E. Submit FEIN and Dunn & Bradstreet report.

FEIN: 16-1214814

NSI D-U-N-S®: 107-74-1878

Wurth Group North America D-U-N-S®: 622-12-2406

F. Describe any green or environmental initiatives or policies.

Northern Safety & Industrial Company, Inc.

Environmental Initiatives and Sustainability Guidelines & Initiatives

We follow with close adherence, all local, state, and federal guidelines for disposing of any equipment, trash, or oils.

As a commitment to doing our part to preserve and protect our planet, we have adopted the following Environmental Mission Statement and philosophy:

We are dedicated to contributing to a sustainable future for our planet through our commitment to the 3 “R”s:

- **Reduce consumption, waste and pollution**
- **Reuse what we have**
- **Recycle everything we can**

We are very conscientious at conserving energy, water and other natural resources. We also maintain compliance with all environmental regulations.

Northern Safety always strives to buy, sell and use environmentally friendly products. Over the past year, we’ve increased recycling, switched all packaging to be more environmental friendly and dramatically reduced water bottle usage (70% reduction) by placing water coolers throughout our facilities. We have updated our facility lighting as well as our heating and cooling systems to be more efficient and green. In addition, we have and continue to implement programs to reduce waste where ever we can. We recycle all paper, cardboard, shrink-wrap, lunch room plastic, computer equipment, batteries, etc. to improve the environment.

Our Product Development Management team works closely with our manufactures and suppliers to encourage “Green” manufacturing practices as well as the development of new “Green” products. Our President, Neil Sexton, greenneil@northernsafety.com (or “Green Neil” as he’s referred to) actively solicits feedback and suggestions from both our customers and associates regarding ways we can contribute to keeping our planet green. Northern Safety & Industrial is committed to business practices that become ever more sustainable. We believe “Together we can make a difference...”

On top of our focus of operating in a Green environment, NSI also provides customers with the products they need to keep their businesses running over the long term. We work to understand how the products affect the environment. Our customers increasingly request environmentally preferable products (EPP). In order for products to be classified as environmentally preferable, it must maintain one or more environmentally preferred attributes or third-party certification. We work with all of our suppliers to know what certifications and attributes their products carry. We take the information from the manufacturers and include that environmentally friendly information in our product descriptions so OMNIA members and our other customers will have the ability to easily identify environmentally preferable products.

We also have several programs available through our manufacture partners to help customers achieve their green initiatives.

1. Lighting audits – Our lighting partners can come onsite and perform a lighting audit to reduce energy consumption by switching to LED fixtures. From their findings, they are able to provide a ROI of typically two years or less, providing for several years of savings. In addition, we provide support to help identify any utility rebates applicable to LED Lighting and similar projects.

2. Recycling Services: NSI has partnered with RecyclePak for recycling kits and available services to help solve a companies need to dispose of environmentally hazardous bulbs and dry batteries. Our combined service includes the waste container, outbound shipping, return shipping, recycling as well as online recycling documentation. Each kit includes:

- **Special UN/DOT approved container**
- **Inner corrugate tube**
- **5.5 mil vapor barrier liner**
- **Liner tie**
- **Hook and Loop closures**
- **Proof of purchase**
- **Prepaid Return Shipping Label**
- **Certificate of Recycling**

3. NSI's manufacture partners also offer these available programs:

- **Georgia-Pacific Dispenser Refurbish, Recycle, Reuse (RRR) Program: Provides a no-charge end of life solution for old paper towel and toilet paper dispensers. GP removes old dispensers and reuses components in manufacturing new products. Dispensers are picked up at the end user's location.**
- **Georgia-Pacific also provides a no charge service to reduce the number of batteries put in landfills. This is in partnership with CALL2RECYCLE. This service provides boxes for collection of used batteries. The boxes are picked up at the facility and new boxes provided for continued collection.**
- **Gojo, when completing a managed dispenser installation project, will coordinate removal, transport and sustainable disposal of old hand soap and sanitizer dispenser materials.**
- **Stanley Black & Decker offers a no-charge, end of life solution for DeWalt, Black&Decker, Stanley Tools and Bostitch brand products.**
- **Kimberly-Clark RightCycle Program: Provides a service for garments and gloves that are worn in a customer's facility. After use, the products are collected and shipped to their recycling centers where they are sorted and processed into plastic pellets or nitrile powder. These materials are then molded into new eco-responsible plastic products and durable goods.**

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

NSI currently has two programs promoting diversity. In addition, we are starting a third initiative starting in 2020 and beyond.

The programs are:

- 1. NSI Operations Support Program**
- 2. NSI Distributor Program**
- 3. NSI DBE Products Program (Initiative for 2020)**

NSI's Operations Support Program

NSI's Operations Support Program responds to the need of Diverse Business Enterprises (DBEs) to be able to operate at a more fiscally responsible level by offering our products and services at discounted rates they would not otherwise qualify for including free shipping programs. The more money they can save in their operating costs, the better they can support their missions and pursue new opportunities for growth. Currently our program is limited to DBEs that support the Public Sector.

NSI's Distributor Program

NSI's Distributor Program responds to the corporate and government regulatory and policy requirements as to buying MRO goods and services from Diverse Business Enterprises (DBEs). Our Distributor program has helped organizations support DBE's while consolidating their MRO purchases. We provide access to our entire product offering for resale purposes to support the mission of meeting an organizations DBE procurement goals. Our Distributor Partners are the main point of contact and liaison for acquiring the needed products.

NSI's Initiative for DBE Products Program

NSI's initiative starting in 2020 will entail building a supplier diversity program that includes Diverse Business Enterprises (DBEs) and Small Business Enterprises (SBEs). Our initiative includes complementing our core product lines with products from DBEs and SBEs, making them available to our customer base on a national scale. Customers would be able to access these products through all of our ordering methods and distribution channels. Supplier recruitment for diverse manufacturers will begin in 2020 and will be ongoing.

- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

NSI is a large business.

- I. Describe how supplier differentiates itself from its competitors.

Most of the large national MRO companies like NSI, Grainger, Fastenal and MSC all have similar product breadth and supply chain capabilities. We are going to have access to the same core manufacturer partners and purchase our product offering at the same tier levels, making us all fairly competitive in the market place. With that, NSI separates ourselves from our competition in four key areas which are: Company Culture, Customer's Come First, Manufacturing our own products and our Value Add Services.

1. Company Culture: NSI values all of its employees and this shows in our overall tenure across the company. Every person is an integral part of our operations and no role is more important than the other. As an employee of NSI, a person can feel confident as they come to work each day that they matter and what they do on a daily basis, regardless of the task, is an important part to keeping NSI operating to take care of our customers. At NSI, we truly are a very large family that wants to provide an environment of personal growth and quality of life outside of work.

2. Customer's First: NSI's commitment to taking care of our customers is unparalleled in the industry. We give our customers a 100% satisfaction guarantee. If things aren't exactly the way you want them, we will quickly replace an item, issue a full credit, or give you a complete refund. A customers total satisfaction is our top priority....period.

3. Manufacturing: NSI has been manufacturing our own brand of safety products for years. These are not products that are private labeled by another company, we actually manufacture them. This gives us a distinct advantage on controlling quality, adding additional features and providing a cost benefit to our customers without sacrificing on quality. Products are manufactured in ISO 9002 Registered facilities. In addition to manufacturing our own products, we do offer products private labeled for NSI that meets our specifications and are able to provide highly discounted prices for them.

4. Value Add Services: NSI takes great pride that we are truly that one stop shop that customers need to work toward vendor consolidation and driving down their costs to purchase. Our value-added

services helps sets us apart and aids customers in achieving that goal. For full details of our value-added services, please review Tab 5 – Value Adds for more in-depth details.

Another key differentiator for NSI that benefits Region 4 ESC/ OMNIA Public Partners and sets us apart from our competition is how we will market this co-operative contract. Most of our national competitors do not actively pursue to move their current public sector customer base utilizing other contract methods to OMNIA. They instead take a stance that this contract for them holds equal importance as their other contracts. They also do not actively look to add many accounts to their Account Managers base of accounts and have them market to an existing account base – leaving little room for organic expansion for OMNIA through their sales models. They instead rely on identifying additional contacts in their existing accounts or deepening their product penetration within the account. Our approach is much different. As requested and needed for this co-operative contract to organically grow and allow OMNIA to continue their Participating Agency growth rates that they have in recent years, NSI will aggressively market this contract as our main source for public sector customers. We will heavily pursue to move our existing portfolio of public sector customers to participate with this co-operative contract as well as aggressively pursue public sector customers new to NSI. If the contract estimate based on historical sales has truly been \$100 million, there is a lot of room for us to grow together considering the MRO spend in the public sector just in the agencies eligible to participate is over \$68 Billion.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

While NSI is a privately owned company and this remains Proprietary information, we have remained financially sound. NSI can also state, to the best of its knowledge and belief, without conducting an exhaustive investigation or inquiries, there have not been or are there any current lawsuits that would have a material adverse impact on its financial condition or ability to do business.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

NSI is not owned or operated by anyone who has been convicted of a felony. (b)

L. Describe any debarment or suspension actions taken against supplier

Not applicable as no debarment or suspension actions have been taken against supplier.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

NSI's proposal encompasses its entire product offering through catalog and sourcing items of more than 1,000,000 products in over 90 categories. Our breadth of product includes the routine needs to more specialized MRO products or services. We are committed to continually adding to our product depth with accessibility through our website. In addition to the requirements listed in this RFP, NSI is offering its complete catalog that includes the following product categories:

Product Category	Product Category	Product Category	Product Category
Eye Protection	Lighting	Indentification & Marking	Floor Cleaning Machines
Gloves	Lubricants and Equipment	Floor Signage	Restroom Supplies and Equip
Clothing	Marine	Electronic Signs	Vacuum Cleaners
Head & Face Protection	Meters	Posters/Banners	Waste & Recycling
Hearing Protection	Security	Message Boards	Janitorial Supplies
Respiratory Protection	Plumbing	Breakroom Supplies	Can/Drums/ Accessories
Gas Instruments	Pneumatics	Fire Safety Equipment	Casters
Fall Protection	Power Tools	First Responder Equipment	Cranes
Confined Space	Shipping Supplies	First Responder Supplies	Chains/Fittings/Accessories
Rescue	Tapes	Generators	Fork Trucks/Lift Trucks
Communication Systems	Tarps, Tie Downs & Cargo	Ladders & Scaffolding	Dock Equipment
Foot Protection	Tool Organizers	Lockout/Tagout	Drum/Cylinder Handling
Ergonomics	Tool Tethers/ Drop Protection	Guards/Rails/Protectors	Shop & Office Equipment
Traffic Safety	Welding & Soldering	Mirrors	Storage systems
Abrasives	Power Transmission	Pressure Washers	Ropes/Chains
Adhesives,Glue & Sealants	First Aid Kits & Supplies	Pumps	Wipers
Fleet Maintenance	Heat Stress Relief	Safety Cabinets	Emergency Preparedness
Electrical Supplies	Emergency Eye Wash/Shower	Safety Cans	Test Instruments
Fans & Heaters	Burn Relief	Secondary Containment	Fans & Heaters
Fasteners	Biohazards	Sorbents & Spill Control	Floor Matting
Flashlights & Batteries	HVAC	Training Programs	Medical Supplies
Food Processing	Drug & Alcohol Testing	Outdoor Equipment	CPR First Aid
Hand Tools	Outdoor Exposure	Cleaning Caddies/Tool Org's	Paints and Coatings
Holemaking	Safety Signs	Cleaning Tools/Supplies	
Metalworking	Accident Prevention	Cleaning Chemicals	

Services include: NSI's proposed services will be made available to Region 4 ESC and OMNIA Participating Agencies include:

- Product customization
- Marketing, Administrative and Sales Support
- Inventory Solutions
- Vending Solutions
- Customized Websites
- Total Crib Management
- Green/ Sustainability Programs
- eProcurement Streamlining options
- On-site Services
- Go Clean Services
- Fall Protection Repair
- Extrication Equipment Repair
- Customer Managed and Vendor Managed Inventory Management Solutions
- Respiratory Protection Repair
- Level A Suits Testing
- Training and Education
- Customer Support Services
- Safety Assessments

As new services becomes available, NSI will automatically make available to all Participating Agencies and OMNIA members.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

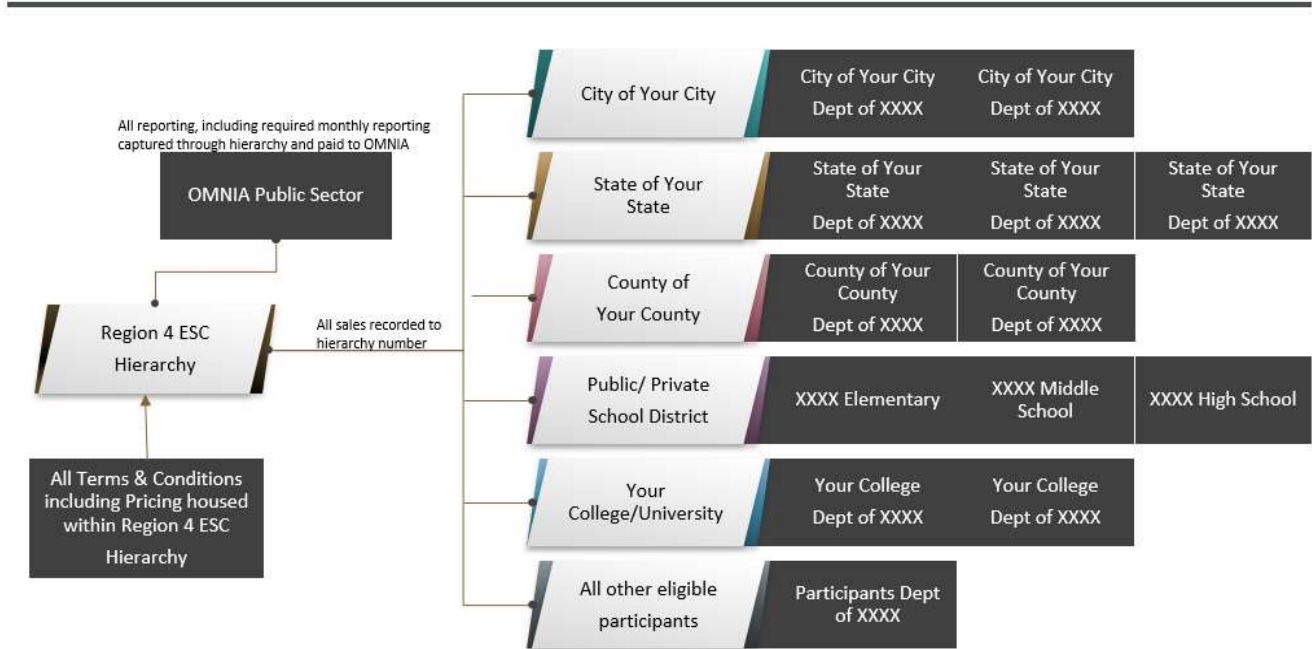
NSI's company owned supply chain makes inventory available to our customer's on a just-in-time basis. NSI tailors our inventory to the highest demand products to ensure product is available for immediate same day shipment. We are able to ship around 98% of orders received before 4:00pm local time to our distribution locations. Using commercial carriers such as UPS and FedEx, most stock orders are received

within 2-3 business days, well within the required time of 7 days that this RFP calls for. NSI also has other sources for emergency deliveries which requires additional fees. NSI's products and services are offered throughout the United States, the District of Columbia and US Territories.

C. Describe how Participating Agencies ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All Public Participating Agencies are tied to a hierarchy number assigned to the Region 4 ESC/ OMNIA contract. The hierarchy houses all pertinent contract settings including the earned contract pricing offered. The end user must identify which Public Participating Agency they are with. Once that step is completed, the pricing will automatically convert to the contract pricing. Contract pricing is also available online at our website (www.northernsafety.com) when the end user logs in. The agency must have confirmed participation and provided NSI their OMNIA membership number for contract pricing activation. To ensure they are receiving their contract pricing, they can view a product online without logging in and then log in and view the same product and see the pricing discounts activated. Should an agency ever have a question or concern regarding if they are receiving their contract pricing they can call our Sales Support Team or Account Manager to get a contract pricing quote for that item. If a discrepancy is ever found by a Public Participating Agency, or through internal pricing audits conducted on a quarterly basis, the following will occur: If the Participating Agency received a price lower than the contract pricing offered by NSI, no further action will be taken. If a Participating Agency received a price higher than the contract pricing, an immediate notification will be provided to that Participating Agency as well as a credit or refund for the overpayment on that item. At the time of discovery an internal audit would occur to determine the root cause of the pricing discrepancy to prevent any further occurrences. Pricing discrepancies typically do not happen since the hierarchy settings is also tied to our quoting system, but the necessary action steps are in place should this occur.

Pricing Hierarchy Flow Chart



D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

NSI Team Members, through all ordering methods available, will process and complete all orders for all Participating Agencies end users. NSI will engage and utilize NSI vehicles or third party carrier companies to deliver orders to customers. Some third party suppliers or manufacturers may ship product direct to NSI customers. At the request of a Participating Agency, all orders, including non-stock orders, can be shipped from the closest NSI distribution location in lieu of drop shipments from manufacturers.

E. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

NSI’s distribution network within our Wurth Industry North America (WINA) family consists of more than 110 locations across the nation providing more than 1,000,000 maintenance, repair and operating supplies. Our distribution centers and branches can fulfill a variety of product requirements with stock duplicated at multiple locations for expedited lead times. Our distribution centers can fulfill stock needed at the branch level by shipping direct to them. Our technology systems and equipment enable most customer orders to be met by our DC’s. Here is a sampling of our distribution centers and branches:



Location		Size (Square Feet) *estimated
Frankfort, NY		144,000
Frankfort, NY		164,000
Church Hill, TN		150,000
Houston, TX		110,000
Elkhart, IN		240,000
Ramsey, NJ		450,000
Orlando, FL		300,000
Des Moines, IA		250,000
Sparks, NV		225,000
Greenwood, IA		475,000
Louisville, KY		350,000
Commerce City, CO		300,000

Wurth Group North America (WINA) Branch Centers * a sampling only				
Charleston, SC	Nashville, TN	Memphis, TN	Oklahoma City, OK	Tulsa, OK
Corpus Christi, TX	Nederland, TX	Sulphur, LA	Baton Rouge, LA	Longview, TX
Flowery Branch, GA	Bridgille, DE	Independence, MO	Ocala, FL	Winter Park, FL
Pampa, TX	Vancouver, WA	Denver, CO	Elkhart, IN	Springfield, MO
Gainsville, GA	Phoenix, AZ	Houston, TX	Phoenixville, PA	Sanford, FL
Grand Praire, TX	Pampa, TX	Wichita, KS	Mobile, AL	Jackson, MS
Forman, ND	Beatrice, NE	Tomah, WI	Windom, MN	Richfield, WI
Sioux Falls, SD	Brooklyn Park, MN	Hampton, IA	Ida Grove, IA	Lincoln, NE
Greenville, SC	Charlotte, NC	Greensboro, NC	Gainsville, GA	Berlin, CT
Frederick, MD	Richmond, VA	Chattanooga, TN	Solon, OH	Corinth, MS

NSI utilizes branch locations and not retail shops. We have over 100 branch locations spread across the country to support customers on a local level. The average square foot range for our branch locations range from 10,000 to 20,000 square feet. NSI can utilize all Wurth Industry North America (WINA) locations but most fulfillment needs can be met by our NSI Distribution Centers and Branch locations.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Our entire Executive Leadership is in full support of this cooperative opportunity as well as being our main go-to-market strategy for the public sector. This cooperative contract will be the main focus of our public sector growth and main method of introduction to NSI public sector customers from our sales force. Executive Leadership endorsement will be completed in the first week upon award.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

Training and education of our national sales force is in conjunction with and part of the 90 day implementation in part B. All training and implementation plans will have full endorsement from our Executive Leadership team. Our training phase will have three phases:

Phase 1: (Days 0-30) At time of award, NSI will meet with all regional sales leaders and national sales team to announce award. Training will be prepared for presentation through an online based web-ex format. The training sessions will be held on a regional basis for the entirety of our national sales force. The training materials will provide a synopsis of the Master Agreement and our go-to-market strategies. Additional training materials to be provided are:

Marketing brochure (internal)

Internal Contract synopsis documents

Go-to-market strategies for contract expansion

OMNIA joint call/resource training

OMNIA contract landing page on intranet

OMNIA contract landing page on website (www.northernsafety.com)

Public Sector account transitions to OMNIA contract

- **Step 1: Current NSI and current OMNIA member contract affiliation**
- **Step 2: Current NSI and not current OMNIA member contract affiliation**
- **Step 3: Current OMNIA member and not current NSI contract affiliation**

Phase 2: (Days 30-60) Training will be rolled out on a regional basis to Regional Leadership, National Sales Force and Sales Support functions. Training will consist of leveraging our core sales model tailored to our NSI Value Proposition.

- **Step 1: Position Selling – moving the dial to a Preferred position leveraging OMNIA Master Agreement.**

- **Step 2: Contact Expansion – How to identify all current buyers within our customers that have affiliated with the contract and maximize our speed to revenue.**

Phase 3: (Days 60-90) The final phase will consist of how to expand Master Agreement affiliation to Public Purchasing Agencies that are not currently a NSI customer or OMNIA member. Specifically addressing organic growth for both NSI and OMNIA.

- **Step 1: Not current NSI customer or OMNIA member contract affiliation**
- **Step 2: Leveraging our Value-Adds through OMNIA Master Agreement.**

Training Agenda				
First 30 Days From Award				
Departments	Week 1 Topics	Week 2 Topics	Week 3 Topics	Week 4 Topics
Regional Sales Leaders	Contract Award/Synopsis	Agency Affiliation/ Current Omnia/ NSI	Agency Affiliation/ Current NSI Customers	Agency Affiliation/ Current OMNIA only
Outside Account Managers	Contract Award/Synopsis	Agency Affiliation/ Current Omnia/ NSI	Agency Affiliation/ Current NSI Customers	Agency Affiliation/ Current OMNIA only
Inside Account Managers	Contract Award/Synopsis	Agency Affiliation/ Current Omnia/ NSI	Agency Affiliation/ Current NSI Customers	Agency Affiliation/ Current OMNIA only
Sales Operations	Contract Award/Synopsis	Marketing/Advertising	eBlasts	Website Activation
Sales Support	Contract Award/Synopsis	Hierarchy settings/ T&C's	Agency participation Requests	Quoting Process
Executive Leadership	Contract Award/ Endorsement			
OMNIA Leadership	Leadership Introductions	Region Meetings	Region Meetings	Region Meetings
Days 30-60 From Award				
Departments	Week 1 Topics	Week 2 Topics	Week 3 Topics	Week 4 Topics
Regional Sales Leaders		Position Selling		
Outside Account Managers		Position Selling		Contact Expansion
Inside Account Managers		Position Selling		Contact Expansion
Sales Operations				
Sales Support				Contact Expansion
Executive Leadership				
OMNIA Leadership		Region Meetings		Region Meetings
Days 60-90 From Award				
Departments	Week 1 Topics	Week 2 Topics	Week 3 Topics	Week 4 Topics
Regional Sales Leaders	Agency Affiliation- Non OMNIA & NSI			
Outside Account Managers	Agency Affiliation- Non OMNIA & NSI		Leveraging Value Adds	
Inside Account Managers	Agency Affiliation- Non OMNIA & NSI		Leveraging Value Adds	
Sales Operations				
Sales Support				
Executive Leadership				
OMNIA Leadership	Region Meetings	Region Meetings	Region Meetings	Region Meetings

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier’s website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and Pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

COMMUNICATE TRANSITION PLAN AND DATES TO ALL STAKEHOLDERS

NSI's 90 Day Roll Out Plan consists of three phases:

Phase One: Execute Contract Affiliation, Documentation & Marketing (First 30 Days)

Goal: Promote and leverage the value of Region 4 ESC/ OMNIA Partners contract, obtain and sign Affiliation documents and activate contract terms.

Through NSI's Government Sales force, digital marketing and trade publications, NSI will target current OMNIA Partners entities to explain the benefits of the new master agreement so each entity can realize the new contract's value and opportunities to drive down costs. NSI's National Government Contract Manager will prioritize NSI's current government customers that are eligible to utilize this contract method and transition them through the affiliation process and contract participation. NSI will also pursue other entities currently not participating under the Region 4 ESC/ OMNIA Partners contract or have any OMNIA Partners affiliation.

Region 4 ESC and OMNIA Partners Implementation Kick-off:

NSI Resources: NSI Leadership Team, OMNIA Sales Team, Regional Sales Managers, Account Managers; Inside Sales Account Managers, Sales Support, Corporate Operations Team, Marketing Team

NSI Action Items

- **Conduct national and regional conference calls internally with NSI Leadership providing the details of the Region 4 ESC/ OMNIA Partners Public Sector agreement and implementation plan. The agenda includes an overview of the products and services NSI will provide Members.**
- **Conduct national and regional conference calls with NSI's Sales Force. Training will be rolled out regionally, with endorsement from NSI and OMNIA**

Partners executive leadership, to all NSI and OMNIA Partner team members. NSI's participants include all sales and operations personnel.

- Execute Co-branded Marketing Plan to educate customers on the benefits of the new Master Agreement through digital marketing.
- Develop and distribute the initial co-branded press release to targeted demographics, profiling the Agreement's values. NSI, Region 4 ESC and OMNIA Partners will identify a targeted list of publications for the press release and other communications.
- Activate Region 4 ESC and OMNIA Partners dedicated online portal as a tool to educate customers on the benefits of the contract and tools and resources to assist in the Affiliation process.

Execution for Region 4 ESC and OMNIA Partners Existing and New Participating and Prospective Members

- NSI will leverage its national sales force to promote and launch the contract through email, phone and face to face meetings in conjunction with eBlast marketing with Region 4 ESC/ OMNIA members and all NSI public sector customers.
- Continue to engage and market to prospective customers to highlight and explain the benefits of the new Region 4 ESC and OMNIA Partners agreement.
- Co-brand marketing material created and delivered through NSI website (www.northernsafety.com), and other media channels.
- Lead regional calls between NSI and OMNIA Partners to review affiliation progress, new targets and customer satisfaction.
- Work in coordination with Region 4 ESC and OMNIA Partners to identify trade shows, conferences or publications to market the new agreement.
- Activate pricing for affiliated customers within 24 hours of affiliation to new contract.

PHASE TWO: Identifying and Executing Cost Savings Solutions (Days 30-60)

Goal: Understand individual customer's goals and initiatives to allow NSI to leverage the full value of the Region 4 ESC/ OMNIA agreement.

- NSI will continue to leverage its Government Sales force to understand customer goals and initiatives to align resources and implement cost saving and valued add solutions flowing from the contract.
- Leverage sales tools and resources such omni-channel marketing and internal CRM to ensure NSI is touching all potential contacts within each customer to explain the benefits of the Master Agreement.
- Begin conducting Business Reviews to review cost savings and refine targets to meet objectives.

Phase THREE: Ongoing Implementation with Region 4 ESC and OMNIA Partners (Days 60-90 and ongoing)

Goal: Evaluate initial benchmarks and refine based on newly identified opportunities.

- **Maintain program marketing, including participating in OMNIA events, trade shows, conferences and other venues to promote the contract.**
- **Facilitate monthly regional calls between NSI and OMNIA Partners field sales to review affiliations, new targets and opportunities for improvement.**
- **Refine the marketing plan between NSI and OMNIA Partners targeting customers for relevant solutions driving the value outlined in the Master Agreement.**

Marketing and Promotion Plan

I. Creation and distribution of a co-branded press release to trade publications

NSI will work with Region 4 ESC and OMNIA Partners in developing and marketing co-branded material through flyers, email promotions, trade publications, social media and other forms. NSI, Region 4 ESC and OMNIA Partners will further identify a targeted list of marketing avenues for other related communications.

II. Announcement, contract details and contact information published on the Supplier's website within first 90 days accessible at www.northernsafety.com.

NSI will publish an announcement to our employees on our dedicated internal corporate website highlighting the features and benefits of the new Master Agreement. (Phase I) NSI will create a dedicated OMNIA Partners page on our internal corporate website to assist in the training of our Sales team on the new features and benefits of the Master Agreement.

III. Design publication and distribution of co-branded marketing materials within first 90 days

NSI will work with Region 4 ESC and OMNIA Partners marketing team to update and profile the new agreement on the dedicated OMNIA Partners landing page within the first 30 days of award. This dedicated landing page will provide customers with the features, benefits, products and services offered through the new Master Agreement. This portal will allow customers an easy access through the affiliation process. NSI will collaborate with the OMNIA Partners to continue and enhance a Go-To-Market plan, including multiple marketing channels encompassing collateral materials, communications and web content promoting awareness of the new program and usage of the new agreement. (Phase I)

IV. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific

trade shows, conferences and meetings throughout the term of the Master Agreement

NSI will exhibit and staff a booth at the NIGP Annual Forum and other national and regional trade shows. NSI will assist and develop a strategy with Region 4 ESC/ OMNIA Partners marketing efforts at national and regional trade shows.

- V. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**

NSI will attend, exhibit, and participate. NSI will exhibit and staff a booth at the NIGP Annual Forum. Additionally, NSI will continue to work with OMNIA Partners to participate in additional trade shows and assist the overall promotion and marketing efforts for then NIGP Annual Forum.

- VI. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**

A new joint advertising plan will be developed in collaboration with Region 4 ESC and OMNIA Partners and implemented, including the design and publication of national and regional advertising in trade publications as mutually agreed-upon by the parties.

- VII. Ongoing marketing and promotion of the Master Agreement throughout its term (collateral pieces, presentations, promotions, etc.)**

NSI will work in conjunction with OMNIA Partners on marketing and promotional efforts of the Master Agreement. NSI is committed to working on developing new co-branded material, collateral pieces and presentations. (Phase III)

- VIII. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:**

- OMNIA Partners standard logo;**
- Copy of original Request for Proposal;**
- Copy of contract and amendments between Principal Procurement Agency and Supplier;**
- Summary of Products and pricing;**
- Marketing Materials**
- Electronic link to OMNIA Partners' website including the online registration page;**

➤ **A dedicated toll-free number and email address for OMNIA Partners NSI will develop and house on a created OMNIA Public Sector landing page on both our NSI intranet (internal access only) and website which can be accessed via www.northernsafety.com once created.**

The internal website landing page will include all RFP documentation including:

- **Copy of original RFP**
- **Copy of RFP responses**
- **Contract synopsis**
- **Market basket price lists**
- **New market basket request forms (for individual Participating Agency specific market baskets)**
- **Sales force training materials**
- **Copies of Co-Branded marketing materials**
- **OMNIA contact information for Regional coverage (for purpose of scheduling joint sales calls)**

The NSI website landing page will include:

- **OMNIA Partners logo**
- **Copy of original RFP**
- **Copy of Master Agreement and amendments**
- **Contract synopsis including products and pricing**
- **Marketing material**
- **Electronic link to OMNIA landing page and registration instructions as well as a toll-free number and designated OMNIA email address (OMNIAmembers@northernsafety.com or similar).**
- **Direct contact information for the National Government Contract Manager for NSI to assist with questions/affiliation process.**

The NSI website landing page will also provide new products, a contract overview and live links to solutions to assist OMNIA and Participating Public Agencies to reduce facilities costs (i.e. Inventory Solutions, Site Audits). (Phase 1)

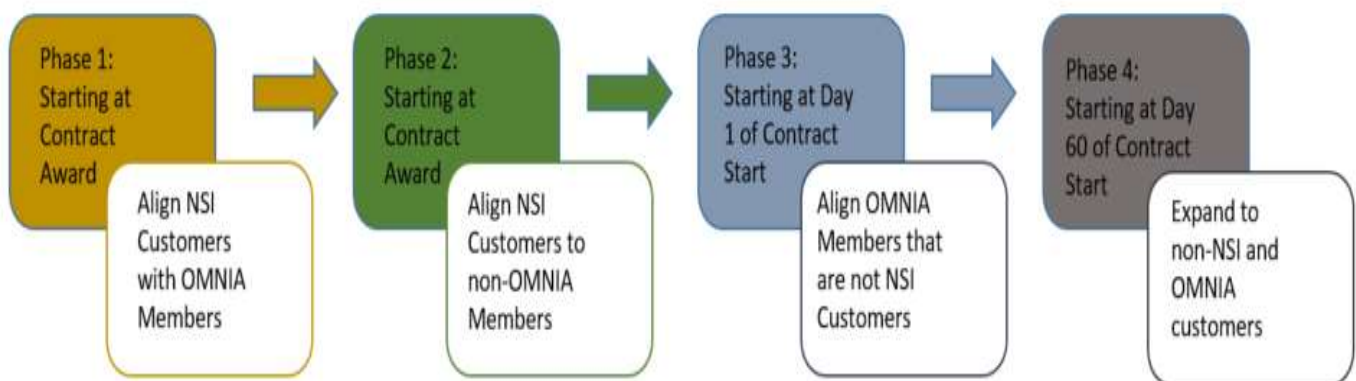
The Region 4 ESC/ OMNIA Partners contract will be highlighted and marketed.

Affiliation information will be provided in the HOW TO PARTICIPATE section of the landing page.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

NSI currently holds a National Cooperative with NASPO ValuePoint (Contract #OK-MA-818-040) with PA's executed in multiple states and a Regional Cooperative contract led by State of Arizona (Contract #ADEQ17-161584). NSI also holds several local agency specific contracts. NSI will look to leverage the OMNIA contract with all current NSI Cooperative participating customers as well as transition all local based contract customers to OMNIA Master Agreement. NSI also receives a high amount of

open market purchases from public agencies across the nation. These customers who purchase through open market will be immediately contacted to affiliate and utilize the OMNIA Master Agreement. These open market customers will inherently grow quickly from having a contract vehicle available.



Sales Strategy: (Speed to Sales) These phases can be worked concurrently with Implementation Plan

Phase 1 (Starting from Contract Award Announcement/ Ongoing)

Align current NSI customers with current OMNIA members for contract alignment
Align

- Align high value targets to inside/outside sellers
- Accounts without Account Manager coverage to receive general contract marketing for contract participation and coverage by Sales Support.

Phase 2 (Starting from Contract Award Announcement/ Ongoing)

Align current NSI customers who are not current OMNIA members to OMNIA contract

- Rep sales decks (Inside/Outside)
- Customers without sales coverage

Phase 3 (Starting from Day 1 from contract start date – April 1st/ Ongoing)

Align current OMNIA members who are not current NSI customers to utilizing NSI

- High Value Targets based on Sales coverage (Inside/Outside)
- All other OMNIA members that would not have sales coverage

Phase 4 (Starting from Day 60 from contract start date – April 1st/ Ongoing)

Expand contract participation to customers who are not currently OMNIA members or NSI customers.

- High Value Targets based on internal sales spend data sources and Sales coverage (Inside/Outside)
- High Value Targets in markets not currently covered but could be by Inside sellers

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

NSI agrees to a reciprocal agreement for use of OMNIA Partners & NSI's logo's for all marketing purposes.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

NSI will be highly proactive in direct sales strategies to all Public Agencies on a national basis. All leads issued by OMNIA partners should be directed to NSI's National Government Contract Manager for distribution. NSI will make contact with all leads issued within a 24 hour time period by methods of email, phone call or in-person sales call to initiate the affiliation process with NSI. All material utilized for this Master Agreement will be co-branded with both OMNIA Partners and NSI logo's.

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

All of NSI's marketing material will include information showing our Master Agreement was competitively solicited and publicly awarded by lead agency Region 4 ESC.

ii. Best government pricing

NSI's pricing strategy for the OMNIA Master Agreement will be our most aggressive pricing structure for Public Sector agencies. At times we do run separate clearance sales or product specials advertised on our website that could fall below our contract pricing structure for OMNIA. In instances that our clearance price or product specials do offer a lower price than our OMNIA pricing discount structure, all members will have the ability to find, access and utilize such pricing. When NSI runs these additional specials as a company, we send general emails to all NSI customers which would include OMNIA Participating Agencies, informing them of the clearance or sale items so it can be taken advantage of.

iii. No cost to participate

There are no additional costs charged by NSI for Public Participating Agencies to utilize the Region 4 ESC/ OMNIA Master Agreement.

iv. Non-exclusive

Northern Safety Response: Read and understood

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

All NSI training for our national sales force will include a contract synopsis and value proposition selling.

ii. Working knowledge of the solicitation process

All NSI training will include the solicitation processes including awards.

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector

All NSI training will include training highlighting the versatility of eligible participating agencies able to take advantage of the contract. It will also include strategy training on identifying high value targets and strategies of securing their participation with the Master Agreement.

- iv. Knowledge of benefits of the use of cooperative contracts

NSI will continue to train its national sales force on the benefits of cooperative contracts. The training will include how it helps all participating agencies, small and large, to leverage the cumulative spend as a contract vehicle to drive down true costs to purchase for participating members.

Through the guidance and training from the Government Management Team, our national sales force will embrace a working knowledge of the solicitation process as a whole, understand the range of Public Agencies who can take advantage of the Master Agreement as well as the pricing discounts and value adds available to all participants.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts

NSI's National Government Contract Manager will manage all NSI resources in support of the Region 4 ESC/ OMNIA Partners Public Sector Master Agreement including marketing, sales, sales support, financial reporting, accounts payable and contracts. NSI's Director of Government Sales will be OMNIA's secondary point of contact.



Dan Dornbos
Primary Point of Contact for OMNIA
National Government Contract Manager
Email: DDornbos@northernsafety.com
Phone: 405-482-6694



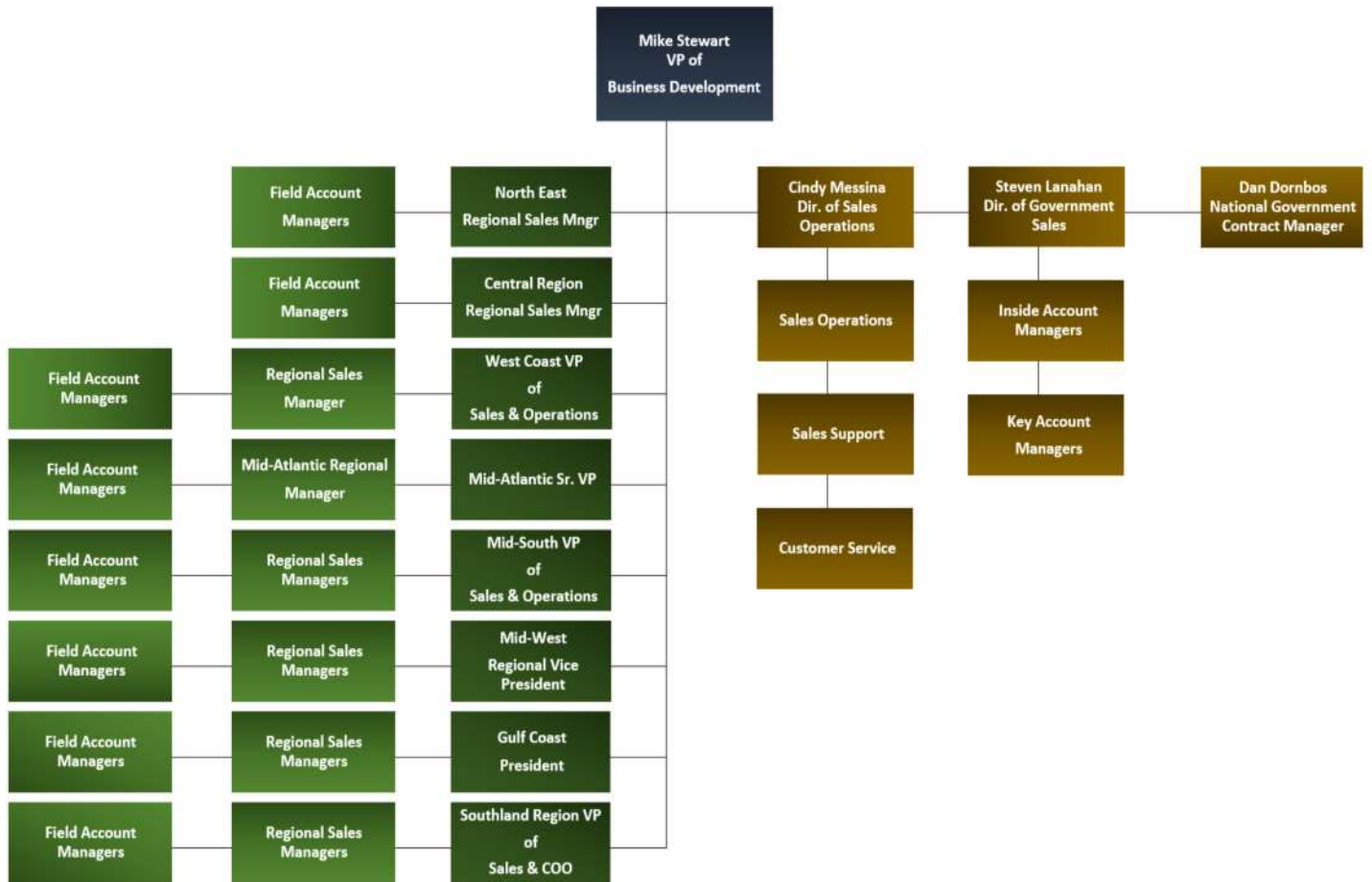
Steven Lanahan
Secondary Point of Contact for OMNIA
Director of Government Sales
Email: SLanahan@northernsafety.com
Phone: 315-793-4900 X 2283

NSI's Leadership Team and resources below will help support all aspects and requirements for the Region 4 ESC/ OMNIA Master Agreement.

NSI Key Personnel			
Name	Title	Email	Phone
Executive Support			
Mike Stewart	Executive VP of Business Development	MStewart@northernsafety.com	315-793-4900
Cindy Messina	Director of Sales Operations	CMessina@northernsafety.com	315-793-4900 X 2091
Mark Mitchell	West Coast VP of Sales & Operations	MMitchell@northernsafety.com	310-617-5599
Stan Johnson	Sr. Executive VP	SJohnson@northernsafety.com	423-256-6800 X 6845
Ernie Bridges	Mid-South VP of Sales & Operations	EBridges@northernsafety.com	901-775-3600 X 2597
Mike Sullivan	Regional Vice President - Mid West Region	MSullivan@northernsafety.com	405-942-7101 X 2513
Jeff Hill	Southland VP of Sales & Operations	JHill@northernsafety.com	770-965-1227 X 2753
Marketing			
Kathy Pezzulo	VP of Marketing	KPezzulo@northernsafety.com	315-793-4900 X 2022
Sales			
Steven Lanahan	Director of Government Sales	SLanahan@northernsafety.com	315-793-4900 X2283
Dan Dornbos	National Government Contract Manager	DDornbos@northernsafety.com	405-482-6694
Mike Entwistle	Northeast Region Regional Sales Manager	MEntwistle@northernsafety.com	315-793-4900 X 2044
Jeff Patridge	Central Region - Regional Sales Manager	JPatridge@northernsafety.com	603-560-8744
Jason Huffines	Mid-Atlantic Regional Sales Manager	JHuffines@northernsafety.com	843-554-8775
Gerald Thomas	Mid-West Regional Sales Manager	GThomas@northernsafety.com	405-942-7101 X 2559
Nathan Terrier	Gulf Coast Regional Sales Manager	NTerrier@northernsafety.com	409-722-7177 X 2669
Account Managers	National Sales Team	DDornbos@northernsafety.com	405-482-6694
Sales Support			
Contact Center	Customer Sales Support	salessupport@northernsafety.com	800-568-2764
Financial Reporting			
Chris Haggerty	Sales Intelligency Project Manager	CHaggerty@northernsafety.com	315-793-4900 X 2001
Accounts Payable			
AP Team	AP Team	accountspayable@northernsafety.com	315-793-4900
Contracts			
Dan Dornbos	National Government Contract Manager	DDornbos@northernsafety.com	405-482-6694

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Our most Executive in charge of the sales team is notated above, Mike Stewart, Executive VP of Business Develop, and Executive sponsor of executing a Master Agreement with Region 4 ESC & OMNIA Partners, Public Sector. Each Region has a Regional Vice President over Sales and Operations that reports directly to our Vice President of Business Development. Our Regional Sales Managers report to the Regional Vice President and has a staff of Field Account Managers that report directly to them. Our Inside Account Managers and Key Account Managers report directly to the Director of Government Sales. The Director of Government Sales reports to the Director of Sales Operations. Sales Operations, Sales Support and Customer Service also report to the Director of Sales Operations. Please see the sample org chart below highlighting how the national sales force is structured.








Each Regional Executive leads a team of Regional Sales Managers. The Regional Sales Managers in turn lead a highly trained team of experienced Field Account Managers. Beyond the Account Managers, any customer can contact our team of Sales Support Representatives who support our Account Managers. Customers can also contact our Customer Service Representatives for placing orders, getting quotes or other general needs.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

NSI’s primary contact, the National Government Contract Manager, as well as NSI’s secondary contact, the Director of Government Sales will coordinate and manage the following efforts:

- **Transition current OMNIA members that are also NSI customers to alignment of Master agreement**
- **Transition current NSI customers who are not current OMNIA members to OMNIA memberships and Master Agreement participation.**
- **Transition current OMNIA members who are not current NSI customers to contract affiliation and aligned to the Master Agreement hierarchy.**
- **Marketing to prospects who are neither OMNIA members or current NSI customers to OMNIA membership and with NSI for contract affiliation and participation.**
- **Conduct regularly scheduled meetings with Region 4 ESC and OMNIA Partners team, as well as our account teams to ensure open communication and effective deployment of our implementation strategy.**

- **Facilitate monthly regional calls between NSI and OMNIA Partners field sales to review affiliations, new targets and opportunities for improvement and growth. NSI will work with OMNIA to share new developments that will benefit public sector customers.**
 - **Participate with Business Reviews with both Region 4 ESC and OMNIA Partners, Public Sector to review reporting and align future objectives.**
 - **Participate with Business Reviews with OMNIA Partners Field Sellers on a quarterly basis, discussing Key Performance Indicators and action items for increased performance levels needed on either side.**
 - **Review joint marketing efforts between OMNIA Partners and NSI, reviewing success matrix's, enhancing if needed for high success rates, and continue to target prospective customers.**
 - **Participate in trade shows, conferences and other events to promote NSI Master Agreement.**
 - **Review OMNIA members utilization of Value-Added services and collaborate on marketing strategies targeting our Value Adds.**
 - **Facilitate and joint calls with OMNIA Partners Field Sales with NSI Field Account Managers for targeted high value customers.**
 - **Facilitate Regional conference calls with OMNIA Partners Field Sales and Regional Sales teams to discuss successes, challenges and strategies going forward.**
 - **Conduct quarterly random customer surveys to grade on multiple factors including but not limited to: sales experience, pricing structure, quoting experience, ordering experience, delivery experience, customer service experience and what would they like to see made available through NSI that they have had to seek other sources for. Include performance matrix and copies of surveys to OMNIA Partners Field Sellers during QBR's as well as Region 4 ESC and OMNIA Partners, Public Sector during business reviews.**
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- NSI's National Government Contract Manager will be serving as the main point of contact and will manage the overall national program. It was be managed in partnership with the Director of Government sales jointly directing our marketing strategies and sales efforts with OMNIA Partners. NSI will affiliate requests from public agencies for participation within 24 hours. Typical activation time is 6 hours and can be completed at time of request if needed. This accessibility in response time will allow agencies to achieve their purchasing needs with ease of mind they are receiving their contract pricing.**
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- With NSI being a privately owned company, sales information is proprietary in character. With that, NSI can affirm and attest that it has several thousand public agencies that actively purchase from us. These agencies have purchased through national cooperative contracts, regional cooperative contracts, local contracts and open market. It is NSI's full intent to market to and transition all of our current purchasing public agencies to utilizing the OMNIA Master Agreement. NSI is providing references as requested in Tab 4, Qualifications and Experience. NSI can provide additional reference if requested upon Master Agreement award.**

	Customer Name	Address	Contact person	Contact Information	Years Serviced
1	 Oklahoma City Fire Dept	820 NW 5th Street OKC, OK 73106	Tess Hague Administration	tess.hague@okv.gov 405-297-3314	20+ years
2	 Washington State Department of Transportation	310 Maple Park Ave SE Olympia, WA 98504	Jerry Clardy Purchasing	ClardyJ@wsdot.wa.gov 360-357-2645	2+ years
3	 Charleston Water System	103 St. Phillip Street Charleston, SC 29402	Ronnie Freitas Water Quality	FreitasRA@CharlestonCPS.com 843-297-1168	10+ years
4	 ADEQ Arizona Department of Environmental Quality	1110 W. Washington St Phoenix, Arizona 85007	Patricia Lorenzen Purchasing	lorenzen.patricia@azdeq.gov 602-771-4776	4+ years
5	 CITY OF CHARLOTTE	600 East 4th Street Charlotte, NC 28202	Eric Nachamie Administration	enachamie@ci.charlotte.nc.us 704-336-7810	20+ years

L. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

NSI customers can choose to order through multiple methods. They can choose to order through our website northernsafety.com, place an EDI order or purchase through a procurement solution such as SAP, Oracle or Ariba. Northernsafety.com allows customers to find the products they need, compare items and efficiently make purchasing decisions. This solution is available on mobile apps as well as desk top.

Benefits from our web based ordering platform:

- | | | |
|------------------------------------|-----------------------------------|-----------------------------------|
| Order Confirmation Emails | Contract Specific Pricing | Product search |
| Shipment Notifications | In stock identifier | Customized Product Center |
| 24 Hour Ordering Capability | Bulk Ordering Pad | Multiple Users Per Account |
| Secure Ordering | Item comparisons | Electronic Catalogs |
| Auto Reoder Option | Live Chat Features | Order History |
| Product Reviews | Technical Support | SDS Sheets |
| Multiple Payment Options | Customer Reviews | Recommended Products |
| Invoice Access | Customized Website Options | OMNIA Contract Details |

NSI Mobile Capabilities:

NSI End-Users have access to NSI’s mobile friendly website no matter the location or job site. Using our mobile friendly allows end users to log into their account, view pricing, place orders – all of the functionality that they would at a desktop.

eProcurement:

Our eProcurement capabilities offers the ability to integrate our general catalog and buying processes with an end users purchasing systems. As noted in an independent third party E-Commerce case study, NSI was ranked 2nd overall for functionality and user experience when compared to 300 of its peers. See Exhibit in Tab 9, Additional Exhibits.

- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ 0 .00 in year one

\$ 0 .00 in year two

\$ 0 .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

NSI’s offer to OMNIA:

NSI will aggressively work to transition all current NSI Customers that are Public Purchasing Agencies to utilizing the OMNIA Master agreement. As mentioned, NSI currently has several thousand public agencies actively purchasing from us utilizing different contract vehicles or through open market. With that, once a current NSI customer has been converted to OMNIA Partners Master Agreement, NSI will pay the administration fee based on all sales from date of conversion forward, regardless if organic growth from contract affiliation or current run rate. Our current NASPO ValuePoint contract participants customer spend for those contracted commodities (tools & diagnostic equipment) will be exempt from this offer of included sales for reporting and administration fees to OMNIA.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).

NSI Response: Read and understood.

- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.

NSI Response: Read and Understood.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).

NSI Response: Read and Understood.

- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

NSI Response: Read and Understood.

Detail Supplier’s strategies under these options when responding to a solicitation.

If the additional solicitation does not call for administration fees being paid to the awarding agencies, NSI will look to respond with OMNIA Partners, Public Sector Master Agreement when feasible. It is NSI’s intention to leverage the OMNIA Master Agreement as our main go-to-market strategy and not respond to local or regional RFP requests unless the products fall into a specialized category that falls outside of this category (i.e. first responder equipment & supplies).

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11 - Pg 19	Delivery/Services Failures	Last sentence edited to read "In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all actual expenses incurred that are proximately caused by Contractor."	
Section 14 - Pg 20	Delivery	Change to "Conformed stocked products"	
Section 30 - Pg 22	Indemnity	First sentence edited to read "Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from proximately caused by the actions of the Contractor, ..."	

Solicitation 19-20 Maintenance, Repair and Operations (MRO Supplies and Related Services

Tab 3 – Performance Capability

Prepared by NSI

VI. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

a. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract, Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Northern Safety Response: NSI's response is completed in Appendix D, Exhibit A, presented in TAB 7, Exhibit A.

b. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Northern Safety Response: NSI has reviewed Appendix D, Exhibit B and provided acknowledgements and/or clarifications in Tab 3, Exhibit B.

c. Include completed Appendix D, Exhibits F: Federal Funds Certifications and G: New Jersey Business Compliance.

Northern Safety Response: NSI has completed Appendix D, Exhibits F and Exhibit G in Tab 7, Exhibits F and Exhibit G

d. Describe how Offeror responds to emergency orders.

Northern Safety Response:

Region 4 ESC and OMNIA Public Participating agencies can contact NSI's customer service team Monday through Friday from 0730 to 2000. Beyond these hours our customers can utilize our website for emergency orders 24/7 or email OMNIA Sales Support at OMNIA@northernsafety.com. This email is monitored 24/7 and can help address any arising emergency needs. Customers may also contact their Account Manager or National Government Contract Manager direct for any immediate emergency needs and for assistance. Additional fees may apply for expedited shipping.

e. Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.

Northern Safety Response:

NSI’s Hours of Operation:

By Phone, Fax, or Live Chat		
Toll Free: 1-800-571-4646	Orders & Customer Service:	Mon - Fri: 7:30 am - 8:00 pm ET
	Sales:	Mon - Fri: 8:00 am - 6:00 pm ET
	Technical Support:	Mon - Fri: 8:00 am - 5:30 pm ET
Fax: 1-800-635-1591	24 hours a day, 7 days a week!	
Live Chat:	Mon – Fri: 8:00 am – 6:00 pm ET	

Resolution Process:

Receipt of Incorrect Product: If a Participating Public Agency receives the wrong product, they should contact their local Account Manager or contact our Customer Service Department to arrange for the return of the incorrect product and shipment of the correct replacement product. NSI will issue a credit for the incorrect item.

Damaged Product: If a Participating Public Agency receives damaged product, they should proceed as follows:

Visible Damage: When possible, the Participating Public Agency should refuse delivery of product(s) that are visibly damaged and contact their Account Manager or Customer Service Department to arrange for the shipment of replacement product(s).

Concealed Damage: The Participating Public Agency should contact their local Account Manager or Customer Service Department to arrange for the return of the damaged product(s) and shipment of replacement product(s).

Invoicing Questions: The Participating Public Agency should contact our Customer Service Department regarding the question or need. The Participating Public Agency should have either the invoice number or order number available for faster resolution.

Other Concerns: Our customer service team will also be able to address other customer concerns such as:

- Information on order status
- Delivery status
- Order tracking
- Item price information based on contract
- Product availability

- Detailed product information
- Locate products for specific applications and finding products which meet specific technical requirements (technical support)
- Selecting alternate products to complete purchases
- Placing and managing emergency orders
- Providing product quotations

NSI has our 100% satisfaction guarantee to ensure the customer is always taken care of. The process outlined above funnels through our Customer Care Team who specialize and manage problem resolutions.

f. Describe Offeror's invoicing process.

Northern Safety Response:

NSI offers individual invoices per shipment, EDI invoicing, P-Card invoicing or Summary Billing. In addition, our invoicing can also include customization that can reflect customers internal part numbers for increased efficiencies. NSI's summary billing is our invoicing system that simplifies a customer's procurement system and reducing their internal costs by providing a single bill summarizing all items purchased through a purchase order or P-Card once all items have shipped. This allows an easier reconciliation process when multiple items are purchased in a single order.

NSI's invoices are auto-generated at time of product shipment. NSI only invoices when product has shipped from one of our facilities or we have received an invoice from our manufacturer partners that is drop shipping products not in stock with NSI. Customers may access their invoices by logging on to NSI's website or contacting our Customer Service Team or their Account Manager at any time.

g. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase, include training that customer will receive as part of the transition.

Northern Safety Response:

It is our goal to complete the implementation of the new Region 4 ESC/ OMNIA MRO contract in less than 90 days to make it as seamless and success to Region 4 ESC and all Participating Public Agencies. We recognize that a new contract award requires special focus and a disciplined approach to implementation for existing OMNIA members as well as future targets including NSI's current Public Sector customers affiliation to utilizing this contract method.

Implementation/ Customer Transition Plan (Day 1 – Day 90)

Day 1:

- **Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services Contract Kickoff:**
- **Conference Call announcing award to NSI's Regional Leadership, Sales Force, Sales Operations and Sales Support outlining the final details of the contract.**
- **Communicate new contract terms to NSI's Sales Force and Sales Support teams to:**
 - **Review Pricing and Programs available under the new contract**
 - **Communication targeting potential Participating Public Agencies**
 - **Communication targeting Participating Public Agencies**
- **Conference call announcing award to NSI's Executives and outlining final details of contract**
- **Partner with Region 4 ESC/ OMNIA on an e-mail notification to current Participating Public Agency members notifying them of the new award.**
- **Align eligible current NSI Public Sector Customers to affiliate and participate with new contract.**
- **Customize and enhance current marketing material to promote the new Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract.**

Step 1: First 30 Days

- **Position the new Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract with all current OMNIA Participating Public Agencies, transition eligible NSI's Public Sector Customer to both affiliate and participate with contract as well as targeted potential Participating Public Agency affiliations.**
- **Present the NSI Core Value Proposition**
- **Gain a thorough understanding of each customers overall procurement goals and initiatives and leverage the Region 4 ESC/ OMNIA MRO contracts products, pricings, services and solutions that meet customer goals and initiatives.**
- **Have instructions through website and marketing material to assist with the affiliation process as well as contract features and benefits.**

Step 2: Days 30-60 NSI Strategy based on customer needs

- **Develop a Participating Public Agency strategy in conjunction with Region 4 ESC and OMNIA based on contract features and benefits and customer initiatives**
- **Engage all resources with NSI, Region 4 ESC and OMNIA for implementation of programs**
- **Affiliate new Participating Public Agencies by communication contract features and benefits**
 - **Target mutually agreed upon Agencies**
 - **Target internal high value targets**
 - **Introduction to Region 4 ESC/ OMNIA's contract with NSI**
 - **Start Affiliation Process**

Step 3: Days 60-90 Implement agreed upon strategy and continue to leverage strengths of Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract

- **Implement programs for Participating Public Agencies**
- **Engage all resources needed to execute strategies to include contract affiliation, enrollment process with NSI, training – both internal and customer focused on contract features and benefits**
- **Continue to drive growth to reach revenue goals for both Region 4 ESC/ OMNIA and NSI**

h. Describe the financial condition of the Offeror.

Northern Safety Response:

NSI is part of the Würth Group, the largest Industrial Supplier in the world. We operate in more than 80 countries, employ over 77,000 professionals with 33,000 of these being sales representatives. We have more than 3.6 million customers across the world and generated total sales of roughly \$15 Billion USD in 2018. Founded in 1945 by the Würth family, we are proud to still be privately owned allowing us the flexibility to meet our company goals that are not dictated by shareholders. We are a financially robust company which offers us the ability to grow through operational enhancements, organic customer growth and acquisitions.

i. Contractors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies. Describe how agencies choosing to pick up the orders will receive the correct contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

Northern Safety Response:

Branch Stores:

NSI is a wholesale distribution company with branch locations and not retail outlet stores. Our branch locations are available to receive walk-in or will call orders to meet the needs of customers.

Contract Pricing Procedures:

A contract is assigned a hierarchy number which contains all of the pertinent contract information including: pricing discounts, market basket items, market basket pricing, shipping terms, payment terms, special handling notes, and all other contract pertinent information. Once a Participating Public Agency provides NSI its OMNIA membership number, their account(s) are attached to the assigned hierarchy number which automatically feeds all appropriate contract information and settings required. The process to attach a Participating

Public Agency to the Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract will be completed within 24 hours of request. Typical response time to complete the request is 6 hours and can be completed at time of request if needed.

Contract Pricing Access:

Once a Participating Public Agency has provided NSI their OMNIA membership number and their account(s) have been attached to the hierarchy, they will be able to access their contract pricing through all of our ordering methods, including Walk In and Will Call orders at our Branches. To place an order including at one of our Branches, the Participating Public Agency should provide their NSI account number. If they do not know or do not have available at time of purchase, we can locate their account by utilizing the Customers Agency Name, Agency Address, Agency Phone Number, Agency Ship to Address, Buyers Name, Buyers E-mail or Buyers Phone Number. If a Buyer has not ordered with NSI previously and has not been set up in our system as such, we can set him/her up at time of purchase to the appropriate Participating Public Agency account, including access to our website for future shopping capabilities.

- **Store/ Branch Ordering Process: All in store purchases will be conducted through NSI's standard branch customer service processes. The following outlines what this process looks like:**
 - **Participating Public Agency customer identified through the above factors**
 - **Desired items scanned/entered and appropriate contract price applied via OMNIA affiliated account number within NSI's SAP ordering system**
 - **Product order picked from inventory and provided to customer. If desired product is in stock at a different branch or distribution center – shipping instructions will be inquired. All orders ship to customers desired business location.**
 - **Receipt issued to customer**
 - **Transaction closed and information processed for billing within the system.**

Report Tracking to OMNIA:

All sales reporting required by OMNIA on a monthly basis will be provided as required. All Participating Public Agencies affiliated to the Region 4 ESC/ OMNIA MRO contract sales will be tracked through our hierarchy affiliation in SAP regardless of ordering method. With this capability, capturing all OMNIA sales at time of purchase for all ordering methods is an instantaneous process. We have a robust reporting system through Microsoft Business Intelligence that can pull several different reporting parameters for any desired time frame to include a specific day, week, month, quarter or other timeframes.

j. Payment terms/options. Include standard payment terms, early payment discounts and forms of payment accepted. Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Northern Safety Response:

NSI's standard payment terms is NET30

NSI does not offer early payment discounts

NSI accepts all forms of payments including purchase order, EFT transfers, and all types of VISA, MasterCard and American Express as a means of payment, regardless of ordering channel (phone, fax, website, e-mail and will call). All credit/procurement card transactions are processed through our mainframe computer system. Due to this, NSI does not need to utilize credit card processing equipment provided by the credit card companies.

Convenience Fee – Not applicable

Solicitation 19-20 Maintenance, Repair and Operations (MRO Supplies and Related Services

Tab 4 Qualification and Experience

Prepared by NSI

VI. EVALUATION PROCESS AND CRITERIA

c) Qualification and Experience

a. Provide a brief history of the Offeror, including year it was established and corporate office location.

Northern Safety Co., Inc. (NSI), founded in 1983, was incorporated in the State of New York. It all began delivery medical and first aid supplies out of the back of a pick up truck.



1983

This is where it all began! We sold medical and first aid supplies out of this truck.

We quickly became an industry leader in safety and in a short 16 years later and opened our state-of-the-art office and distribution center in Frankfort, New York.



1999

We changed our address again! We moved into our new, larger, state-of-the-art office and warehouse space in Frankfort, NY.

Since that time we have had an unprecedented high double digit growth percentage through opening additional branch and distribution centers, organic customer growth and acquisitions. In 2015, our tremendous growth, reputation in the market, customer focus, company philosophy and company culture drew the attention of the largest MRO company in the world, the Würth Group, which brought us into their family. The Würth Group is a family owned business that was founded in 1945. In the span of 74 years, has grown to operate in over 80 countries and has more than 77,000 employees and over \$15.6 Billion in total sales. We are a globally recognized and awarded Global Market Leader Champion.



World Market Leader in the Trade of Fastening Materials

The Würth Group is the world market leader in its core business, the trade of assembly and fastening materials. It currently consists of over 400 companies in more than 80 countries and has more than 74,000 employees – 32,000 are sales representatives. According to the preliminary annual financial statement, the Würth Group generated total sales of \$15.6 billion in 2017.

In the core business, the Würth Line, the product range for craft and industry comprises over 1,000,000 products. This includes screws, screw accessories and anchors to tools, chemical-technical products and protective equipment. The Allied Companies of the Würth Group, which either operate in business areas adjacent to the core business or in diversified business areas, round off the range by offering products for DIY stores, material for electrical installations, electronic components (e.g. circuit boards) as well as financial services.

The Würth Group awarded **Global Market Leader Champion 2018** in the trade of assembly and fastening materials.

b. Describe Offeror’s reputation in the marketplace.

Northern Safety Response:

NSI has built a reputation of being one of the most trusted suppliers in the MRO industry from our dedication to providing exceptional customer service, access to over 3000 trusted brands as well as a full line of NSI branded products. In addition, with our offering of value-added services and solutions, we are a company that can truly do it all. This gives us the ability to help participating members to realize costs savings designed to keep your employees safe and productive and able to go home to their families at the end of the work day. This dedication combined with our 100% Satisfaction Guarantee has made us one of the most trusted suppliers in the nation for their MRO supplies.

100% Satisfaction Guarantee

All of our products are 100% Guaranteed...period. If things aren't exactly the way you want them, we'll quickly replace an item, issue a full credit, or give you a complete refund. Your total satisfaction is our top priority!

From brand-name products and excellent prices to knowledgeable sales reps and outstanding service, you'll get it all from Northern Safety & Industrial!

c. Describe Offeror’s reputation of products and services in the marketplace.

Northern Safety Response:

NSI’s strength and reputation in the MRO industry falls on our strong and comprehensive line of quality and name brand MRO suppliers and manufacturers. In addition, NSI develops and manufactures it’s own line of safety products, as well as has a robust offering of private label products. We go to great lengths to choose our products. Before we offer these products to our customers, they have to meet our high standards based on their quality, reliability, regulatory requirements, and price. We will not offer any products that does not meet these strict standards. We know how important it is for you to choose the right products, and we do our very best to bring the best to you. The products we offer are from manufacturers whose reputation for quality and reliability has been proven over time. Providing these top tier manufacturers with the best reputations in the industry, coupled with our superior levels of service, make us one of the premier safety and industrial supply companies.

d. Describe the experience and qualification of key employees.

Northern Safety Response:

NSI Key Personnel		
Name	Title	Email
Executive Support		
Mike Stewart	Executive VP of Business Development	MStewart@northernsafety.com
Cindy Messina	Director of Sales Operations	CMessina@northernsafety.com
Mark Mitchell	West Coast VP of Sales & Operations	MMitchell@northernsafety.com
Stan Johnson	Sr. Executive VP	SJohnson@northernsafety.com
Ernie Bridges	Mid-South VP of Sales & Operations	EBridges@northernsafety.com
Mike Sullivan	Regional Vice President - Mid West Region	MSullivan@northernsafety.com
Jeff Hill	Southland VP of Sales & Operations	JHill@northernsafety.com
Sales		
Steven Lanahan	Director of Government Sales	SLanahan@northernsafety.com
Dan Dornbos	National Government Contract Manager	DDornbos@northernsafety.com
Mike Entwistle	Northeast Region Regional Sales Manager	MEntwistle@northernsafety.com
Jeff Patridge	Central Region - Regional Sales Manager	JPatridge@northernsafety.com
Jason Huffines	Mid-Atlantic Regional Sales Manager	JHuffines@northernsafety.com
Gerald Thomas	Mid-West Regional Sales Manager	GThomas@northernsafety.com
Nathan Terrier	Gulf Coast Regional Sales Manager	NTerrier@northernsafety.com
Account Managers	National Sales Team	DDornbos@northernsafety.com

Stan Johnson
Senior Executive Vice President
30 Years



- Joined SAFECO in 1998; joined Northern Safety via acquisition
- Responsible for national accounts and field sales
- Held a variety of managerial positions at SAFECO/Northern Safety

Sal Longo
Founder & CEO
34 Years



- Founded Northern Safety in 1983
- Visionary and senior-most leadership on a daily basis
- Developed NS® Brand product line
- Northern Safety has acquired 6 companies since 2006 under Sal's leadership

Neil Sexton
President & CEO
11 Years



- Joined Northern Safety in 2007 via acquisition
- Founder of TeleGreet, a multi-channel marketing service bureau acquired by Northern Safety
- Executive sponsor of Northern Safety's SAP implementation

Michael T. Borrelli, CPA
Chief Financial Officer
2 Year



- Joined Northern Safety in 2015
- Experienced CFO and CPA with over 27 years in public and private sector
- Brings strong financial and operational skillset to the existing operations of Northern Safety and to the execution of its acquisition strategy

Michael Stewart
COO Acquisitions/Vice President of Business Development – 3 Year



- Joined Northern Safety in 2015
- Assists with matching potential acquisition targets with Northern Safety's Strategic Business Interests
- Strategic executive leader successful in building and growing companies

Luis Garcia President – Gulf Coast 27 Years	David Rankin President – Midwest 36 Years	Robin Fostini Executive Vice President Business Intelligence 22 Years	Troy Hughes Vice President – Southland 15 Years	Rusty Barnes President – Southland 15 Years		
Kim Bongiorno Director of NSI Inventory Solutions 22 Years	Dave Faccioli Vice President Merchandising & Customization 23 Years	Jeff Sandel Vice President Marine Sales & Services 10 Years	Ben Heselton Vice President Information Technology 11 Years	Kathy Pezzulo Vice President Marketing 22 Years		
Alice Bretos Director of Gulf Coast Operations, Regional Manager 9 Years	Laurel Bledsoe Director of Mid South Operations 20 Years	Steve Hryb Director of Logistics & Purchasing 23 Years	Tammy Marchese-Franco Director of Human Resources 20 Years	Cindy Messina Director of Sales & National Accounts 16 Years	Kelly Billings Director of Business Process Management 20 Years	Martha Moorehead Controller 22 Years

e. Describe Offeror's experience working with the government sector.

Northern Safety Response:

In the government sector, NSI understands the values and processes associated with public procurement. NSI is dedicated to and focused on government agencies and helping them drive down their costs to purchase. We understand the budgetary processes that agencies rely on and the competitive and transparency requirements related to acquiring goods and services. We align the needs for compliance of the public sector with delivering MRO products and services across the wide span of governmental responsibilities to agencies both small and large. With NSI's experience and relationship with suppliers, we remain a steadfast partner in delivering expeditious responses and proven reliability when called upon. With our history in the public sector and experience as a trusted supplier, we embrace the opportunity to form a devoted relationship with Region 4 ESC/ OMNIA and serve all Public Participating Agencies above and beyond their expectations.

f. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Northern Safety Response: None to report or disclose.

- g. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, and years serviced.

	Customer Name	Address	Contact person	Contact Information	Years Serviced
1	 Oklahoma City Fire Dept	820 NW 5th Street OKC, OK 73106	Tess Hague Administration	tess.hague@okv.gov 405-297-3314	20+ years
2	 Washington State Department of Transportation	310 Maple Park Ave SE Olympia, WA 98504	Jerry Clardy Purchasing	ClardyJ@wsdot.wa.gov 360-357-2645	2+ years
3	 Charleston Water System	103 St. Phillip Street Charleston, SC 29402	Ronnie Freitas Water Quality	FreitasRA@CharlestonCPS.com 843-297-1168	10+ years
4	 ADEQ Arizona Department of Environmental Quality	1110 W. Washington St Phoenix, Arizona 85007	Patricia Lorenzen Purchasing	lorenzen.patricia@azdeq.gov 602-771-4776	4+ years
5	 CITY OF CHARLOTTE	600 East 4th Street Charlotte, NC 28202	Eric Nachamie Administration	enachamie@ci.charlotte.nc.us 704-336-7810	20+ years

- h. Provide any additional information relevant to this section.

NSI was ranked amongst it's peers for its website functionality and customer experience by an independent third party. There were three main categories that were evaluated: User Experience & Usability, Marketing & Shipping, and B2B Product needs. Out of 300 companies evaluated NSI ranked 2nd overall and received one of the highest scores given for User Experience & Usability among the other companies evaluated. NSI was also featured as one of their case studies in the report. Please see the full report provided in Tab 9, Additional Exhibits.

Case Studies

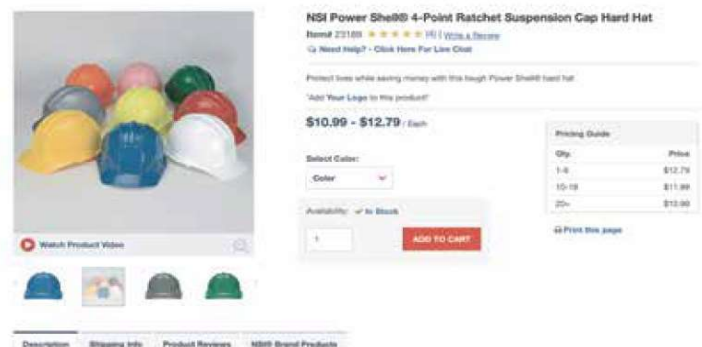
Northern Safety & Industrial

This site has everything that customers need – from a good user experience and a wide array of B2B features.

Their user experience is top-notch, showing all the information that is needed to make a confident purchasing decision; product descriptions, customer reviews, pricing guides, and recommended products. Their ample amount of product information and social proof undoubtedly plays a positive role in their conversion rates. On top of that, the website is well maintained and easy to get from product to purchase.

Along with the user experience, their eCommerce offerings are a step above the rest.

Offering volume pricing, net terms, a bulk order pad, and multiple forms of buying Northern Safety & Industrial has clearly understood their buyers' needs and streamlined the buying process.



Apruval Ranking

Rank	Company	UX	MARKETING	B2B NEEDS	RATING
1	W.W. Grainger	55	60	130	245
2	Northern Safety & Industrial	70	42	130	242
3	Global Industrial	60	31	125	216
4	Texas America	70	21	125	216
5	AFT Fasteners	60	30	120	210
6	Liveactionsafety.com	70	25	110	205
7	Safety Glasses USA	60	21	115	196
8	Midwest Unlimited	60	20	115	195
9	Conney Safety Products	40	19	130	189
10	The Fastenal Company	40	33	115	188

NSI is ready, willing and able to exceed all of the requirements of this RFP, as well as bringing its value added solutions to assist Region 4 ESC and all Public Participating agencies save time and money. With our robust product offering on-line and sourcing capabilities for non-catalog items ensures that the Public Participating agencies receive the products they need to do their jobs safely and productively. Our in hand inventory ships same day 98% of the time when orders are placed before 4:00pm. We fully recognize the importance of a strong Region 4 ESC/ OMNIA MRO Supplies contract and the overall cost savings and efficiencies that members are looking to achieve.

NSI is extremely well positioned to assist with these efforts and committed to providing the necessary products, services and solutions to serve Region 4 ESC and affiliated agencies. As we explained in detail in each section of the proposal, our experience with service the Public Sector coupled with our industry leading product line, exceptional service and supply chain and value-added programs make NSI the ideal choice to assist Region 4 ESC and OMNIA's Public Participating Agencies in serving its customers. On behalf of NSI's team members we would like to thank the Region 4 ESC for the opportunity to provide NSI's response to this very important solicitation.

Solicitation 19-20 Maintenance, Repair and Operations (MRO Supplies and Related Services

Tab 5: Value Add's

Prepared by NSI

d) Value Add

a. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Northern Safety Response:

NSI has a full complement of Value Add Services and Solutions that are expected in the MRO industry, as well as a full offering of Value Add Services that separates us from the rest in providing second to none services and solutions.

Customized Website Customer Landing Page:

Website Capabilities:

- Functionality & Permission Levels are based on approved buyers registration and log-in for secure authorized purchases
- Electronic Invoicing-we communicate with various EDI Platforms per your request
- Online security with VeriSign Secure
- Multiple firewalls in place that further enhance our security against external intruders



Product Customization:






NSI does their own product customization in house and it has never been easier to add a custom logo or safety message to your order of safety supplies. Our custom printing service is a complete package to help reduce injury, increase compliance or increasing security by additional identification methods. With NSI doing the customization on-site at our own facility, it allows us to provide better quality control and much faster lead times than the industry standard. Once your logo has been

digitized and approved, we can deliver your logo'd items in as little as 5-7 business days. We also offer Free Setup, Low to No minimums on products and GREAT prices, making NSI hard to beat.



NSI Inventory Solutions: Helping you save Time, Money and Resources

Each customer's inventory goals are unique, so your inventory management solutions should be unique too. We have the tools and flexibility to design a unique program that fits a customer's specific need.

<p>Vending</p> <p>Rugged machines provide immediate, point-of-use access to the tools and supplies your workforce needs to get the job done. With vending, you'll get a clear view of inventory, transparency to usage, and easy-to-use reporting.</p>  <p><i>Pages 4-7</i></p>	<p>Crib Management</p> <p>You can streamline the way you manage all your supplies and inventory. With our wide selection of storage systems, you can organize everything from small to large, and keep track of it all by using our barcode scanning technology and robust reporting.</p>  <p><i>Pages 8-17</i></p>	
<p>eProcurement</p> <p>You can control costs by doing business electronically and monitor consumption with our easy-to-use, yet comprehensive reporting.</p>  <p><i>Pages 18-19</i></p>	<p>On-Site Services</p> <p>We can provide inventory solutions personnel at your location, providing complete turn-key inventory management.</p>  <p><i>Pages 20-21</i></p>	<p>Customized Solutions</p> <p>We'll come to your facility to determine your exact needs and build a custom solution for you.</p>  <p><i>Pages 22-23</i></p>

Vending Solutions: All of our vending solutions are fully customizable to meet your inventory management goals. NSI's vending solutions combine point-of-use access with total traceability, increasing productivity and maximizing your cost savings. Your dedicated Inventory Management Specialist will work with the Public Participating Agency to determine your needs and configure the machines tailored to meet your specific inventory goals.

During this process we will:

- ✓ look at your buying history and patterns
- ✓ Define the number of SKU's you need to dispense
- ✓ Determine how frequently each product can be dispensed
- ✓ Establish who will have access to which products, and how often
- ✓ Find out the level of security you need for your inventory

NSI™ Vending Solutions:

Reduce Total Costs

Typically 10-50% as a result of the machines' controls and reporting.

Increase Productivity

Product is immediately available, 24/7, near the workers who need it.

Automate Ordering

Your NSI™ rep works with you to ensure that your team always has the supplies they need to be safe and productive.

Vending



Our rugged equipment provides whatever level of security, access, control, and tracking you need. From medium-level to very high-level security, our machines will help keep your inventory safe and secure.



Inventory Solutions

- ✓ Increased Accountability
- ✓ Reduced Downtime and Costs
- ✓ Better Inventory Control

LOCKERS

- Individual Door Control
- Highly Customizable
- Easy-to-Use On-Screen Interface



Our Core Offering

HELIX (COIL)

- Full Visibility to Product Availability
- Maximum Flexibility
- Ideal for Harsh, Industrial Environments



CAROUSELS

- Efficient Organization of Multiple Sizes of a Variety of Supplies
- Dispenses Single or Kitted Items
- User-Friendly Touchscreen Surface



DRAWERS

- Patented Compartment-Level Control
- High Capacity Storage in Small Footprint
- Versatile and Configurable



Total Crib Management: If a customer needs a better organizational system for crib or storeroom, look to us for comprehensive crib management solutions. From sturdy shelving to barcode scanners, we are able to offer what is needed to increase efficiency, reduce loss, and save valuable time.

- **Scanning:** Our Advanced scanning technology makes ordering fast and easy. Whether a customer chooses to have us manage their inventory, or the choose to do it themselves, our dedicated barcode scanner and smartphone applications allow a customer to:
 - Expedite Orders with barcode scanning
 - Streamline purchases by uploading scanned data
 - Reduce paperwork with electronic orders



Our Mobile App Turns Your Smartphone Into a Scanner

- **Reporting:** Complete transparency to all your procurement activity. Our robust reporting software gives you the advantage you need to monitor supply levels, manage usage, and assess your purchasing. You can:
 - Control secured user access
 - Monitor usage patterns and inventory levels
 - View information at different levels according to your needs
 - Set up automatic email of reports



- **Labeling:**



Labeling *Labels improve efficiency and organization*

Our full line of labeling machines are the quick and easy way to add product identification and barcodes that will:

- Reduce errors and increase efficiency
- Improve sorting and organizing
- Eliminate wasted time



Streamlining through eProcurement technology:

We can simplify your procurement and payment processes and help you better manage your inventory with our suite of customizable eProcurement solutions. We are able to offer Custom Websites, PunchOut and EDI.

Custom Websites: Our fully integrated customer web portal makes online ordering even more convenient by providing access to useful tools and customizable features. A customer is just a click away from streamlined product management and reporting for all purchases.

PunchOut: Improving efficiency in Procure-to-Pay Processes. Our highly trained integration specialists have experience with a wide variety of PunchOut systems both on premise and cloud-

based. Whether a customer is using cXML, OCI or CIF, we can integrate to save time, money and resources.

EDI: Electronically connect to save. Our EDI Team is ready to work with customers to send and receive many EDI documents including the most common 850, 855, 820 and 810. We can communicate directly through AS2 or use a VAN. If a customer has different business requirements, we will find a solution that fits.



SHOP



Save time finding pricing and selecting products

Utilize our web-based catalog with robust search functionality to quickly access products, customer specific pricing, and availability.

ORDER



Optimize operating efficiency

ERP direct connections make placing orders fast, efficient, and paper-free.

MANAGE



Automate order and payment process

Transmit POs, receive invoices, and process payments electronically through PunchOut & EDI.

On-site Services: Our customer will have the control and flexibility to use any of our NSI Inventory Solutions with the added expertise of an on-site specialist who will help save time, money and resources. Our Inventory Management Specialist will:

Understand Your Product Needs: We will be on-site with the customer and will take the time to understand their specific requirements. We can cross reference the products that are currently being used and help find solutions for any other product needs.

Replenish Your Inventory: Our dedicated Inventory Management Specialist will monitor inventory levels, inventory usage, place orders when inventory gets low and re-stock the supplies needed to replenish inventory levels.

Fully Stocked Storage Containers: Get the products you need... when and where they are needed... **FAST!**

Whether a customer chooses to manage their own inventory or have our team of experts help, NSI Inventory Solutions can provide a fully-stocked trailer right at a customers location or job site.... Saving valuable time and increasing productivity. It's a customers fixed or mobile warehouse solution.

On-Site Trailer Solutions are Ideal for...



Go Clean Services:

NSI's Go Clean service provides reliable, efficient cleaning services that comply with all NFPA 1851 requirements and updates. Our inspection services will identify repairable damage that affects your gear's protective performance. We will also identify wear areas before they become a safety issue or lead to irreversible damage. Regular repair can keep PPE in serviceable condition and extend its safe, usable life, which will significantly offset PPE replacement costs. We also keep records on every cleaning, inspection and repair so the customer does not have to. We can provide all reporting data as needed as well. NSI is a verified Independent Service Provider, certified compliant with NFPA requirements dually trained by one of the leading manufacturers of Fire Fighting Protective Ensembles.



Northern Safety is verified by Intertek, a third-party testing facility. We are authorized to clean and perform repairs on other PPE, manufactured by: Honeywell First Responder Products, Globe, Lion, Fyrepel and Veriden.

Fall Protection Repair:

NSI is a factory-authorized service center for DBI/Sala. Our experienced technicians service equipment following the manufacturer's specifications and provide documentation upon completion of the service for easy and convenient record keeping. We will clean and inspect harnesses and lanyards plus inspect, repair and recertify self-retracting lifelines (SRL's).

Extrication Equipment Repair:

NSI is a factory-authorized service center for Amkus Rescue Systems. We stock the most commonly replaced Amkus parts on our mobile service trailer and can perform most repairs on-site in select areas.

Respiratory Protection Repair:

NSI is a factory-authorized service center for Scott Safety. Our experienced technicians service a customers equipment following the manufacturer's specifications and provide documentation upon completion of the service for easy, convenient record keeping. We can also perform quantitative fit testing for respirators and we flow test and repair SCBA's. We can also refill breathing cylinders.

Level A Suits Testing:

Our skilled technicians can inspect and test Level A suits in accordance with ATSM F 1052, Standard Practice for Pressure Testing Totally Encapsulating Chemical Protective Suits. We can provide pressure testing to confirm the gas-tight integrity of the Level A suit. Documentation upon completion of service is available for record keeping.

Safety Check Team:

We understand that the consequences of workplace accidents can put a strain on your workers and effect workplace moral and productivity, so we've designed our SafetyCheck™ Program to proactively build on your strengths, reduce risk, increase safety and lower costs. Our Program provides a solid framework for risk reduction.

SafetyCheck™

2019

SAFETY DISTRIBUTORS

E-Commerce Apruval Rating Report

apruve

Introduction

Over the last decade, the way people purchase has drastically changed. Instead of going to the store or looking through a paper catalog, consumers are now researching and purchasing online.

Though businesses have commonly associated this behavior with the consumer realm, these conveniences have increasingly been adopted in the professional realm as well.

Consequently, business buyers are starting to demand the same fast shipping, self-service models, variety of payment options, and streamlined check-out that they get from their consumer retailers. All of this--including specific B2B features--makes for an interesting challenge for B2B suppliers.

At Apruve, we wanted to benchmark this digital transformation and help companies understand where they fit in their industry--providing ideas to improve with the intention to increase their online presence.

We hope you enjoy the report and find it helpful.

Michael Noble
CEO
Apruve, Inc.

Table of Contents

eCommerce Statistics.....	3
Report Highlights.....	4
Methodology & Classes.....	5
Rating Scale.....	6
Findings.....	7
Case Studies.....	8
Northern Safety & Industrial	
Safety Glasses USA	
Apruval Rating Ranking.....	9
Conclusion.....	11
About Apruve.....	12

eCommerce Statistics

of B2B customers use mobile devices to purchase.

42%

of buyers say that the most important factor is ease of finding information.

76%

of B2B buyers are millennials.

50%

of B2B decision makers attribute digital commerce to their expected growth.

89%

of eCommerce websites use algorithms to give dynamic pricing.

40%

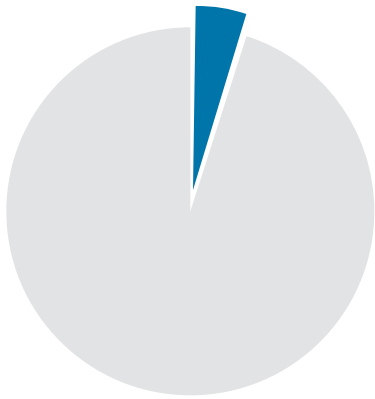
of B2B buying decisions are made prior to engaging with a sales team.

57%

of B2B buyers research products online before purchasing.

74%

Report Highlights



4%
offer a mobile application for on the go ordering.



30%
of companies offer a credit application for new customers.



30%
of websites evaluated offer product reviews for customers.



40%
of companies offer digital invoicing to customers.



38%
of distributors offer a bulk order option.

Methodology & Classes

CRITERIA



User Experience & Usability

- Product images on the search page
- Bundle options
- Ratings and reviews on the product page
- Save a shopping cart/wish-list
- Responsive



B2B Product needs

- Dealer channels with search functionality
- Options to store credit cards
- Advertise volume discounts
- Offers credit/financing for purchases
- Online POs and invoices



Marketing & Shipping

- Product and service marketing
- Search engine ranking
- Application for mobile use
- Multiple shipping options
- Deals on shipping
- Ability to reorder

Industry Performance

	UX	MARKETING	B2B NEEDS	TOTAL
Average	45.5	17.8	103.3	166.6
High	70	60	130	260
Low	10	2	75	87
Top 5 averages	63	37	126	226
All other companies	43.6	15.7	100.8	160.1
Perfect Score	90	70	140	300

Top 5 Ranking Companies

COMPANY	RATING	RANK
W.W. Grainger	245	1
Northern Safety & Industrial	242.4	2
Global Industrial	216.2	3
Texas America Safety	215.7	4
AFT Fasteners	210.4	5

Out of 300

Rating Scale

>200

Superior

Superior companies provide B2B customers with an excellent website experience, multiple ways to purchase, and provides comprehensive product information to customers.

199-175

Sufficient

Companies give B2B customers a proficient website experience, but are missing some key B2B needs like checkout and financing options.

<174

Average

B2B customers looking to purchase might find it difficult to find and navigate the website, and will find it problematic to make purchases online.

Findings

ONLINE STRATEGY

76% of business buyers use a search engine to research a new product or business.

Through this report, it is clear many online stores in the safety distribution industry are not actively competing to get the attention of these new potential buyers.

Many reviewed stores are not actively participating in Search Engine Marketing (SEM) or optimizing their site for Search Engine Optimization (SEO). In fact, many stores actually lock their site to hide the pricing of products from new buyers.

In the past, locking sites was a common way to hide your site in fear of the competition knowing your pricing. Unfortunately, implementing this practice destroys your site's SEO and diminishes the ability to pay for targeted keywords and direct people to your product pages. Additionally, any new buyer wishing to make an immediate purchase will go elsewhere as creating an account can take a long time.

With the advancement of these key B2B features, stores can now be protective of their data, while actively marketing to new buyers:

Account Pricing - Creating account specific pricing along normal pricing for the general public. Non-logged in users will be able to search for and buy your product, but encouraged to create an account for better pricing.

Volume Pricing / Minimum order - Many retailers prefer not to unlock their site due to the fact that they do not want to receive consumer orders. This can be changed through implementing a minimum order or creating volume pricing that will be out of reach of a typical consumer.

Quick Account Creation - All of your processes should be streamlined. In many sites, we had to download a credit app, print it, fill it in, and then email it back. Most of this process is not consistent with eCommerce systems. Instead, try creating built-in processes that don't slow down ordering, such as online forms or automated chat functions.

MOST SITES FALL INTO ONE OF TWO BUCKETS

In the creation of this report it became clear that most B2B eCommerce storefronts fall into 1 of the 2 buckets:

B2C Feel with no B2B - These sites are beautiful and easy to navigate. You can quickly find what you are looking for and have a great experience finding and looking through products. It isn't until checkout that you realize the site is missing volume or account pricing, nuanced shipping options and your preferred payments. This is where most buyers then abandon their cart.

B2B needs with no B2C Feel - These sites tend to have everything their business buyer needs. They built their site around their current customers' needs down to the last detail. Sadly, their site was not built with the user experience in mind. This means that the vast majority of their features are hard to find and your customers will continue to order offline as it is the easier option.

The top performers do not fit into either of these buckets. They find themselves somewhere in between. They are a beautiful mix of B2B needs with a B2C feel, allowing their site to quickly meet the needs of their buyers through a fantastic experience that consumers are used to.

To be the best in this industry, a company needs to think outside the box and find ways to automate and streamline their B2B sales process and remove as much friction as possible in online purchasing. In doing so, a site will see drastic growth in customer acquisition and on-boarding.

Case Studies

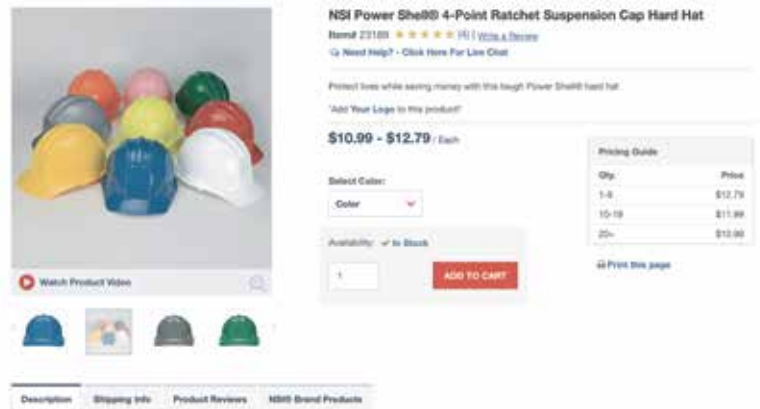
Northern Safety & Industrial

This site has everything that customers need – from a good user experience and a wide array of B2B features.

Their user experience is top-notch, showing all the information that is needed to make a confident purchasing decision; product descriptions, customer reviews, pricing guides, and recommended products. Their ample amount of product information and social proof undoubtedly plays a positive role in their conversion rates. On top of that, the website is well maintained and easy to get from product to purchase.

Along with the user experience, their eCommerce offerings are a step above the rest.

Offering volume pricing, net terms, a bulk order pad, and multiple forms of buying Northern Safety & Industrial has clearly understood their buyers’ needs and streamlined the buying process.



Safety Glasses USA

Sitting just outside the top 5, Safety Glasses USA brings the caliber of a top 5 website. Offering the same functionality as other eCommerce sites, which have product reviews, a user friendly website, and eCommerce offerings such as a credit application and volume purchasing.

Safety Glasses USA has many functions similar to other top rated websites, from product reviews and product descriptions, but they also have offers for free shipping, incentivizing a buyer to make larger orders.

Though their catalog is limited to safety glasses and related products, they have separated themselves completely from their competition, being the go to resource for these product lines with better selection, industry expertise, and a streamlined storefront.





Is your company not listed?

Visit: <https://aprueve.com/aprueval-rating-report-submission/>
To get your rating and placed into the next Aprueval Rating

Aprueval Ranking

Rank	Company	UX	MARKETING	B2B NEEDS	RATING
1	W.W. Grainger	55	60	130	245
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12	Stauffer Glove And Safety	30	39	115	184
13	Becker Safety	60	10	110	180
14	Arbill	30	19	130	179
15	Discount Safety Gear	60	22	95	177
16	Safety Gear Pro	60	12	105	177
17	HSG Safety Supplies	60	11	100	171
18	ORR Safety	40	10	120	170
19	Magid Glove	55	17	95	167
20	Ritz Safety	40	21	105	166
21	Haggard & Stocking Associates	50	20	95	165
22	Vallen	40	2	120	162
23	US Safety	50	22	90	162
24	VWR International	30	21	110	161
25	Renco Corporation	40	11	110	161



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To get your rating and placed into the next Apruval Rating

Apruval Ranking (continued)

Rank	Company	UX	MARKETING	B2B NEEDS	RATING
26	A-1 Industrial Equipment, Inc.	40	10	110	160
27	Protective Industrial Products	60	25	75	160
28	Advanced Supply Inc	30	9	120	159
29	TnA Safety	50	8	100	158
30	American Safety Distributors	50	21	85	156
31	PPE Pros	50	21	85	156
32	Wholesale Safety Supply	60	10	85	155
33	Martin Supply	40	10	105	155
34	Safeworker.com Inc	30	19	105	154
35	Mallory Safety & Supply	30	10	110	150
36	Nassco Safety Products	40	11	95	146
37	Jorgensen Co	50	11	85	146
38	Great Lakes Ind. Supply Co	40	25	80	145
39	Sutton-Garten	20	20	105	145
40	Valeo Safety	40	20	85	145
41	Ohio & Michigan Co.	40	9	95	144
42	F.W. Webb Co	50	10	80	140
43	Memco Safety	40	20	80	140
44	Airgas Safety	40	5	90	135
45	Wise Safety & Environmental	30	19	85	134
46	Safety Today	40	9	85	134
47	BDI Safety	30	2	100	132
48	DXP Enterprises	10	11	105	126
49	Indiana Safety & Supply	30	2	85	117

About Apruve

Apruve's B2B credit network enables manufacturers, wholesalers and distributors to extend revolving lines of credit to their business buyers without any financial risk or back office overhead. Customers include Texas Instruments, Boxed, Automation Distribution, Radioparts, Eco Distributing and other suppliers from a myriad of B2B industries.

With Apruve, extending payment terms to your customers is as easy as accepting a credit card.

To learn more, visit www.Apruve.com, or email us at hello@apruve.com.



Streamline Accounts Receivable
Real-time credit approvals, without paperwork or collections.



Increase Cash Flow
Suppliers paid 24 hours after product ships.



Eliminate Risk
Suppliers are not responsible for default or late payments.



Grow Sales
Extending credit increases order value and frequency.



apruve

844-427-7883 • hello@apruve.com

NORTHERN Safety & Industrial

MEMBER OF THE WÜRTH  GROUP



Inventory Solutions

Vending



Scanning



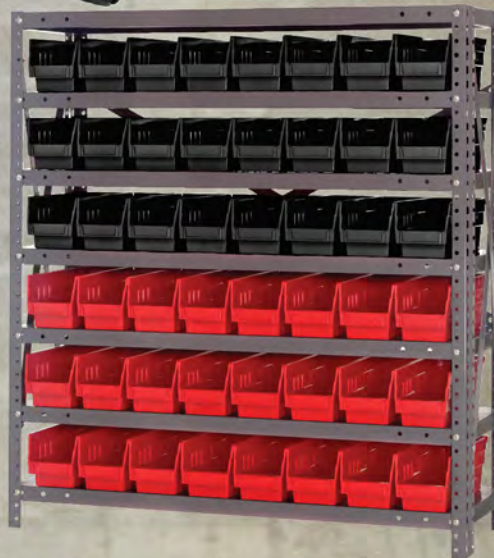
Labeling



Shelving & Racking



Bin Systems



**Saving You...
Time, Money, & Resources!**

Phone: 888.664.VEND (8363)
northernsafety.com/vend



Manage Your Inventory... Save Time, Money & Resources!

Your inventory goals are unique, so your inventory management solutions should be unique, too. Managing your inventory can be time-consuming and overwhelming. Improper management can cost you and your business time and money. However, a customized inventory management solution helps you reduce time and energy spent on ordering, stocking, tracking, and replenishing. Time saved is money saved!



What can an Effective Inventory Management Solution do for you?

- Simplify your purchasing and inventory management systems
- Reduce waste and consumption
- Improve inventory processes and productivity
- Increase visibility through better reporting and tracking
- Avoid stock-outs and lost production time



We'll Customize a Solution That Fits Your Needs

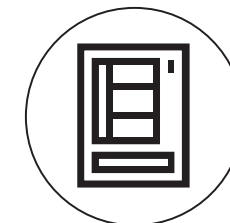
We have the tools and flexibility to design a unique program that fits your specific needs. Your personal Northern Safety Inventory Management Specialist will work with you to:

- Meet your individual inventory needs and goals
- Help you get your inventory organized, and keep it that way to save time and money
- Provide robust reporting to manage your supply chain
- Answer your questions and make recommendations
- Work with you every step of the way to achieve maximum results and optimum cost savings



Vending

Rugged machines provide immediate, point-of-use access to the tools and supplies your workforce needs to get the job done. With vending, you'll get a clear view of inventory, transparency to usage, and easy-to-use reporting.



Pages 4-7

Crib Management

You can streamline the way you manage all your supplies and inventory. With our wide selection of storage systems, you can organize everything from small to large, and keep track of it all by using our barcode scanning technology and robust reporting.



Pages 8-17

eProcurement

You can control costs by doing business electronically and monitor consumption with our easy-to-use, yet comprehensive reporting.



Pages 18-19

On-Site Services

We can provide inventory solutions personnel at your location, providing complete turn-key inventory management.



Pages 20-21

Customized Solutions

We'll come to your facility to determine your exact needs and build a custom solution for you.



Pages 22-23

Inventory Solutions

How Can NSI™ Vending Solutions Help You?

All of our vending solutions are fully customizable to meet your individual inventory management goals. NSI™'s vending solutions combine point-of-use access with total traceability, increasing productivity and maximizing your cost savings.



Your dedicated Inventory Management Specialist will work with you to determine your needs and configure machines tailored to meet your specific inventory goals.

We'll...

- Look at your buying history and patterns
- Define the number of SKUs you need to dispense
- Determine how frequently each product can be dispensed
- Establish who will have access to which products, and how often
- Find out the level of security you need for your inventory

NSI™ Vending Solutions:

Reduce Total Costs

Typically 10-50% as a result of the machines' controls and reporting.

Increase Productivity

Product is immediately available, 24/7, near the workers who need it.

Automate Ordering

Your NSI™ rep works with you to ensure that your team always has the supplies they need to be safe and productive.



Our rugged equipment provides whatever level of security, access, control, and tracking you need. From medium-level to very high-level security, our machines will help keep your inventory safe and secure.



Inventory Solutions

- ✓ Increased Accountability
- ✓ Reduced Downtime and Costs
- ✓ Better Inventory Control

Our Core Offering

HELIX (COIL)

- Full Visibility to Product Availability
- Maximum Flexibility
- Ideal for Harsh, Industrial Environments



CAROUSELS

- Efficient Organization of Multiple Sizes of a Variety of Supplies
- Dispenses Single or Kitted Items
- User-Friendly Touchscreen Surface



DRAWERS

- Patented Compartment-Level Control
- High Capacity Storage in Small Footprint
- Versatile and Configurable



LOCKERS

- Individual Door Control
- Highly Customizable
- Easy-to-Use On-Screen Interface





Inventory Solutions



Helix (Coil) Machines

Looking for maximum flexibility and configurations? These high security machines can be configured for all your single small-to-medium sized consumables. You'll get full visibility of product availability and usage, so you know what's on hand at all times.

Specifications	
Name:	SupplyBay®
Security Level:	Very high
# of SKUs:	70 maximum
Types of Items:	Small-to-medium consumables
Main Exterior Dimensions:	72" H X 41" W X 34 1/8" D
Auxiliary Exterior Dimensions:	72" H X 41" W X 34 1/8" D



Lockers

Medium-to-very-high security lockers are perfect for securing your large or irregularly shaped consumable and returnable materials. You'll gain product-level control and the capability to track items that need to be checked out and returned. This is a great option for power tools, hand tools, radios, boxed items, and more.

Specifications	
Name:	SupplyLocker®
Security Level:	Medium-to-very high
# of SKUs:	48 maximum
Types of Items:	Medium-to-large consumable/durable items
Main Exterior Dimensions:	76" H X 36" W X 22" D
Auxiliary Exterior Dimensions:	76" H X 36" W X 22" D
Misc.:	Knock-out panels available to allow power/network access behind locked door Doors are interchangeable for custom configurations



Carousels

High security carousels let you control consumption the easy way. These durable machines efficiently organize multiple sizes of a variety of items, such as batteries and gauges. Carousels are great for a small supply of a large number of items, so your crew gets what they need to get the job done.

Specifications	
Name:	ProStock®
Security Level:	Very high
# of SKUs:	560 maximum, customizable pie-shaped openings
Types of Items:	Small-to-medium consumable/durable items
Main Exterior Dimensions:	83" H X 35" W X 37" D
Auxiliary Exterior Dimensions:	83" H X 30 1/2" W X 32" D
Misc.:	Lockers are available in place of carousel drawers



Drawers

Cabinet-style drawers deliver the organized storage you need for bulk inventory, tools, maintenance materials, and more. From storing and dispensing your measuring and testing equipment to hardware and rivets, you'll gain better work flow and reduced downtime. Sturdy locked compartments assure medium-to-high-security for your facility.

Specifications	
Name:	SmartDrawer®
Security Level:	Varies, based on your needs
# of SKUs:	Varies, based on your needs
Types of Items:	Varies, from small-to-large, based on your needs
Main Exterior Dimensions:	Height: Available from 33 1/2" to 59 1/2" Width: Available in 28 1/4" Depth: Available in 28 1/2"
Drawers:	Usable Height: Available from 1 7/8" to 10 7/8" Number of Drawers: Varies based on your needs Maximum Capacity per Drawer: 400 lb.
Misc.:	High security systems are available in a wide variety of sizes Your Inventory Management Specialist will work with you to customize the configuration that meets your needs



Total Crib Management



If you need a better organizational system for your crib or storeroom, look to us for comprehensive crib management solutions. From sturdy shelving to barcode scanners, you'll get what you need to increase efficiency, reduce loss, and save valuable time.

Scanning *Advanced scanning technology makes ordering fast and easy*

Whether you choose to have us manage your inventory, or you do it yourself, our dedicated barcode scanners and smartphone applications allow you to:

- Expedite orders with barcode scanning
- Streamline purchases by uploading scanned data
- Reduce paperwork with electronic ordering



Our Mobile App Turns Your Smartphone Into a Scanner

Reporting *Complete transparency to all your procurement activity*

Our robust reporting software gives you the advantage you need to monitor supply levels, manage usage, and assess your purchasing. You can:

- Control secured user access
- Monitor usage patterns and inventory levels
- View information at different levels according to your needs
- Set up automatic email of reports



Labeling *Labels improve efficiency and organization*

Our full line of labeling machines are the quick and easy way to add product identification and barcodes that will:

- Reduce errors and increase efficiency
- Improve sorting and organizing
- Eliminate wasted time



Get the Storage Solution You Need

If you have a problem... We've got the solution!

You have lots of small parts to organize?

SOLUTION:
Open Steel Shelving holds nine different sized bins to store small, lightweight parts.

You have very limited floor space?

SOLUTION:
Louvered Rack Systems use wall or bench space, not floor space.

You have dirty, dusty storage space?

SOLUTION:
Drawer Bin Systems keep everything enclosed, so your products stay clean and dry.

You have to organize and store heavy items?

SOLUTION:
Open Wire Shelving is ultra-strong and can hold up to 800 lb.

You have to keep expensive items organized and secured?

SOLUTION:
Heavy-Duty Cabinets have a three-point locking handle for optimum security.

You have limited space near your production lines?

SOLUTION:
Double-Sided Shelving gives you twice the storage capability in one unit.

Our team of Inventory Management Specialists is here to help you!

NSI
Inventory Solutions



Inventory Solutions

Crib Management

Customize Your Bin System.... Easy as 1, 2, 3

Let us take the guesswork out of designing your bin storage system. Our highly trained team of Inventory Management Specialists will be with you every step of the way.

- 1 Assess:** Analyze and understand your inventory storage needs
- 2 Select:** Recommend the ideal racking or shelving solution
- 3 Customize:** Help you determine the bin configuration that maximizes your space and increases efficiency



Specifications as shown:

Overall Exterior Dimensions:
12" L X 33³/₄" W X 42" H

Modular Storage Bins

- Perfect for small parts
- Raised bin fronts create secure compartments
- Stackable to save floor space
- Optional base

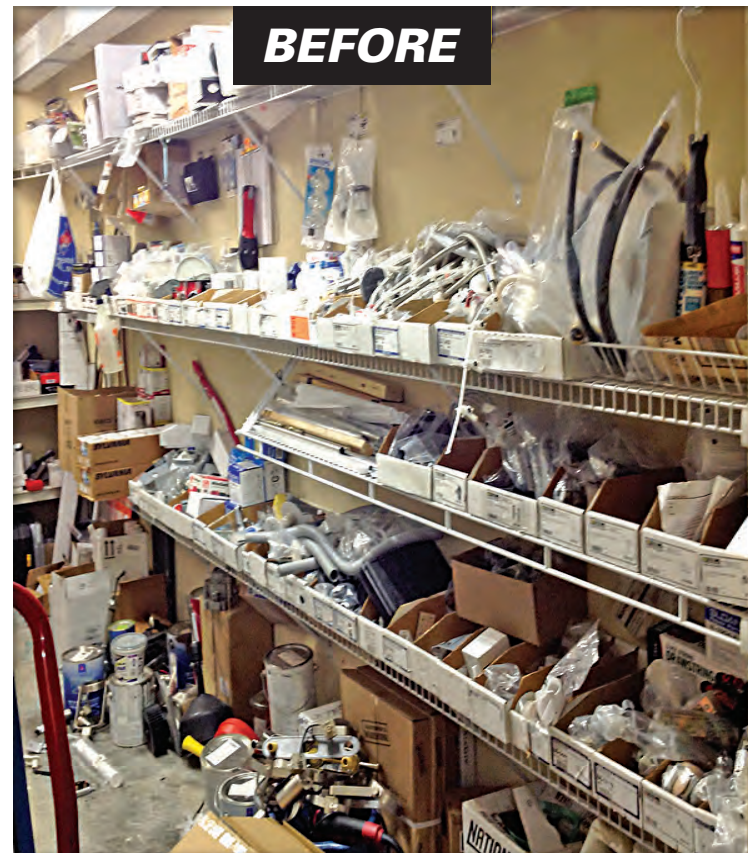
Unlimited Sizes & Configurations Available!

Rackbin™ 42" Containers

- The only bins designed to fit pallet racks
- Hold larger items or quantities of bulk items
- Front, back, and side grips allow easier handling
- Wide stacking ledge and anti-slide lock keep stacked bins steady and prevent shifting
- 3 sizes and 2 colors available

Larger, Deeper Bin Size

42" L



BEFORE



AFTER

Stack & Nest Totes

- Bins stack with or without lids
- Withstands temperatures -10°F to 250°F
- Nest when empty to conserve valuable storage space
- 9 sizes and 3 colors available

Specifications as shown:

Overall Exterior Dimensions:
18" L X 48" W X 74" H



Stack With or Without Lids



Hulk Bins

- Extra deep 24" size for large and bulky items
- Bins are stackable for added convenience
- Specially designed grips allow easier handling
- Wide stacking ledge and anti-slide lock keep stacked bins steady and prevent shifting
- 8 sizes and 4 colors available



Specifications as shown:

Overall Exterior Dimensions:
24" D X 36" W X 75" H





Complete Bin Storage Systems!

Unlimited Sizes & Configurations Available!



Open Wire Shelving Bin System

- Ultra-strong shelf capacity
- Most versatile—add casters, handles, cloth covers, and more
- Minimal dust build-up



Mobile Unit Available!

Specifications as shown:
Overall Exterior Dimensions:
14" W X 36" L X 74" H



Double-Sided Rack System

- Two-sided system offers double the storage
- Slanted design for at-a-glance visibility of contents



Mobile Unit Available!

Specifications as shown:
Overall Exterior Dimensions:
24" L X 36" W X 60" H



Closed Shelving Drawer Bin System

- Keeps dust off your stored parts
- Drawers have easy-open handles
- Closed drawers offer a neater appearance



Open Shelving Available!

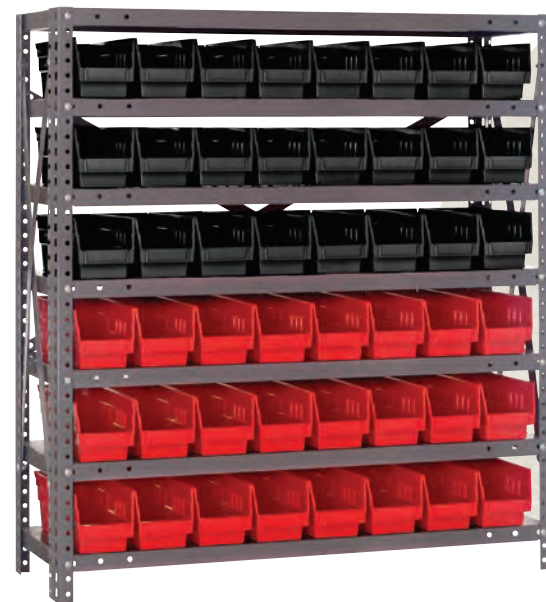
Specifications as shown:
Overall Exterior Dimensions:
18" L X 36" W X 75" H



Louvered Panel Bench Rack System

- Frees up floor space
- Mounts on benchtops to optimize work area

Specifications as shown:
Overall Exterior Dimensions:
27" L X 8" W X 21" H



Open Steel Shelving Bin System

- Most popular for general organization
- Open design increases visibility

Specifications as shown:
Overall Exterior Dimensions:
12" L X 36" W X 39" H



Heavy-Duty Bin Storage Cabinet

- High-level security for valuable assets
- Most durable—14-gauge all-welded steel
- Locking handle with two keys

Specifications as shown:
Overall Exterior Dimensions:
36" W X 24" D X 72" H



Industrial Shelving & Racking Systems

Look to us for better ways to manage your bulk items and heavyweight supplies. Industrial shelving and racking solutions provide more efficient storage and organization for your storage areas.



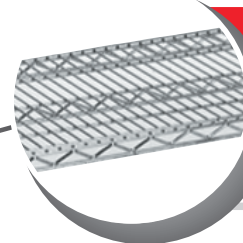
Inventory Solutions

Our diverse solutions will help you solve your difficult crib storage challenges.



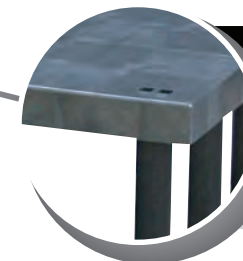
STEEL SHELVING

- Most popular system
- Economical options



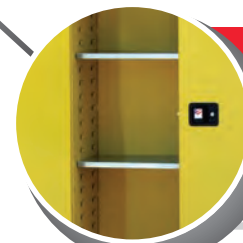
WIRE SHELVING

- Optimum airflow
- Minimal dust build-up



PLASTIC SHELVING

- Great for areas with water or chemical splash
- Corrosion-resistant



CABINETS

- Security for valuable assets
- Dust-free storage



PALLET RACKING

- Versatile and easy-to-maintain
- Allows maximum use of vertical space

Organize Your Supplies and Maximize Floor Space

Unlimited Sizes & Configurations Available!

Steel Shelving



Open Steel Shelving

- Great for inexpensive storage of a large number and different size items
- Open front and sides make it easy to load, find, and retrieve items

Closed Steel Shelving

- Back and side panels provide additional stability, item protection, and cleanliness
- Ideal storage for small parts that can slip through wire racking



Bulk Storage Shelving

- Solid decking eliminates fall-through
- Heavy-duty, reinforced construction provides maximum strength
- Ideal long term storage of products that are hand-loaded

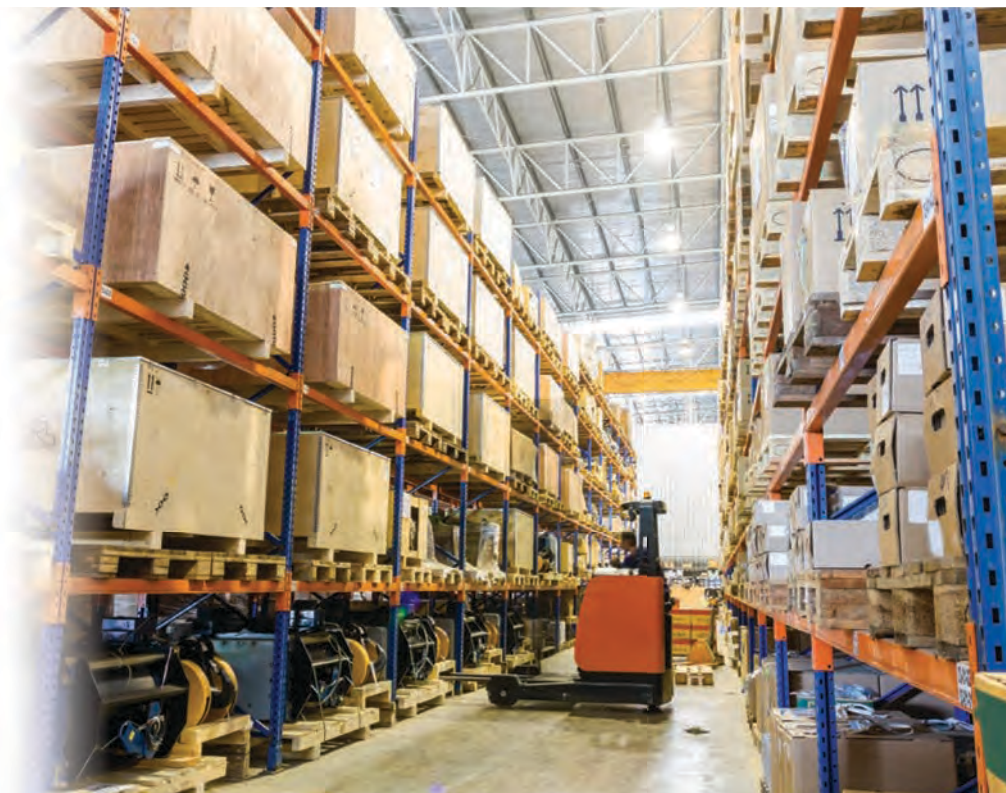


Inventory Solutions

Customize Your Shelving System!

Pallet Racking

- Heavy-duty, roll-formed welded beams provide the strength you need for heavy bulk and palletized inventory
- Engineered to build up multiple units for most efficient use of vertical space
- Easily access inventory with fork lifts



Plastic Racking



Solid top offers higher weight capacity, small parts storage, and minimizes cross-contamination between shelves

Grid top allows liquids to flow through, prevents dust build-up, and promotes air circulation



- Can be built up, out, or both
- 2⁵/₈" thick high-density polyethylene panels are long lasting
- Chemical-resistant construction is ideal for many applications, including hazmat and corrosives storage

Open Wire Shelving

- Strong storage capacities—600-800 lb. per shelf
- Provides increased air flow around stored parts
- Assures excellent visibility and minimal dirt build-up
- Equipped with floor levelers
- Available in 4 durable finishes



Cabinets

- Secure storage for personal items, valuable assets, and other inventory, including corrosive and flammable materials
- Enclosed to keep dirt and dust out

- Adjustable shelves for optimum versatility
- Quality finishes are suitable for many work environments



Add Casters for Mobility



Safety Storage Cabinets



Glass Front Doors



Safe Acid Storage



Secure Locks

Many sizes and configurations available



Inventory Solutions

High Tech Inventory

Streamline your work flow with eProcurement technology.

We can simplify your procurement and payment processes and help you better manage your inventory with our suite of customizable eProcurement solutions.



Site-wide branding is reinforced by adding your company logo



Watch Product Video

NS® Hand Protection Pigskin Split Leather Work Gloves
Item# 19799

★★★★★

\$1.69 / Per Pair

QUICK VIEW WILLIAMS Produce Farm

Your company logo easily identifies approved products



Custom Websites

Saving You Time and Money!

Our fully-integrated customer web portal makes online ordering even more convenient by providing access to useful tools and customizable features. You're just a click away from streamlined product management and reporting for all your safety equipment and MRO production consumables.

You'll have access to...

- ▶ **Automated customized pricing**
Log in to access hundreds of thousands of products with your specially quoted and contract pricing.
- ▶ **Order history and reporting**
Stay in touch and in control of your inventory spend with full access to robust inventory and transactional reporting.

- ▶ **Customer approved products**
Reduce the number of products you inventory and lower costs by setting up procurement restrictions and approved product listings.
 - ▶ **Educational, safety, and industry information**
Stay in the know with the latest on industry and safety news and articles.
- Secure Site

Management Solutions

PunchOut

Improving Efficiency in Procure-to-Pay Processes!

Our highly trained integration specialists have experience with a wide variety of PunchOut Systems both on premise and cloud-based. Whether you're using a cXML, OCI, or CIF, we'll integrate to save you time, money, and resources.

EDI

Electronically Connect to Save

Our EDI Team is ready to work with you to send and receive many EDI documents including the most common 850, 855, 820, and 810. We can communicate directly through AS2 or use a VAN. If you have different business requirements, we'll find a solution that fits.

You will...

- ▶ Gain control of your inventory spending
- ▶ Improve your processing times
- ▶ Decrease on-hand inventory
- ▶ Improve spending transparency
- ▶ Save employee time

Our team has the experience for smooth implementations!



SHOP



Save time finding pricing and selecting products

Utilize our web-based catalog with robust search functionality to quickly access products, customer specific pricing, and availability.

ORDER



Optimize operating efficiency

ERP direct connections make placing orders fast, efficient, and paper-free.

MANAGE



Automate order and payment process

Transmit POs, receive invoices, and process payments electronically through PunchOut & EDI.



Fully Stocked Storage Containers

Get the products you need... when and where you need them...Fast!

Whether you choose to manage your own inventory or have our team of experts help, NSI™ Inventory Solutions can provide a fully-stocked trailer right at your facility or job site...saving you valuable time and increasing your productivity. It's your fixed or mobile warehouse solution.



On-Site Trailer Solutions are Ideal for...

Our dedicated team of Inventory Specialists is here to help – right at your facility!

You'll have the control and flexibility to use any of our NSI™ Inventory Solutions with the added expertise of an on-site specialist who will help save you time, money, and resources.

Your Inventory Management Specialist will...

- ✓ **Understand Your Product Needs**
We'll be on-site with you and will take the time to understand your specific requirements. We can cross-reference the products you're currently using and help find solutions for any other product needs.
- ✓ **Replenish Your Inventory**
Your dedicated Inventory Management Specialist will monitor your inventory usage, place orders when inventory gets low, and replenish your supplies. We're here to help you save time and personnel resources.
- ✓ **Get the Answers You Need**
You'll get answers to your questions, streamlined returns, and fast response to invoice inquiries. Your Inventory Management Specialist is there for you!



Jobsite Storage

No more waiting for materials to arrive. Your products will be ready when you need them.

Short-Term Projects

When time is of the essence, trailers are the solution. With the right products on hand, you'll decrease downtime and increase productivity.

Project-Specific Inventory Storage

Trailer solutions help maintain control over your site or project-specific inventory.





Inventory Solutions

Customized Solutions

Custom Designed Solutions

Don't see what you need here?

From specialty vending machines to stackable bins, we can design and build the systems that will streamline your inventory process and deliver the results you want.

Your NSI™ Team will deliver the complete inventory management package.



5 Steps To Successful Implementation

Get started today with a call to our NSI™ Team. Our Inventory Management Specialists have the expertise to deliver the individual solutions you need, no matter what industry you're in.

We'll be with you every step of the way to optimize your program and your savings!



Call the NSI™ Team at 888.664.VEND (8363) or check out northernsafety.com/vend to get started today.

NSITM *Inventory Solutions*

Take Costs Out of Managing Your Facility



Solicitation 19-20 Maintenance, Repair and Operations (MRO Supplies and Related Services

Tab 3 – Performance Capability

Prepared by NSI

VI. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

a. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract, Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Northern Safety Response: NSI's response is completed in Appendix D, Exhibit A, presented in TAB 7, Exhibit A.

b. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Northern Safety Response: NSI has reviewed Appendix D, Exhibit B and provided acknowledgements and/or clarifications in Tab 3, Exhibit B.

c. Include completed Appendix D, Exhibits F: Federal Funds Certifications and G: New Jersey Business Compliance.

Northern Safety Response: NSI has completed Appendix D, Exhibits F and Exhibit G in Tab 7, Exhibits F and Exhibit G

d. Describe how Offeror responds to emergency orders.

Northern Safety Response:

Region 4 ESC and OMNIA Public Participating agencies can contact NSI's customer service team Monday through Friday from 0730 to 2000. Beyond these hours our customers can utilize our website for emergency orders 24/7 or email OMNIA Sales Support at OMNIA@northernsafety.com. This email is monitored 24/7 and can help address any arising emergency needs. Customers may also contact their Account Manager or National Government Contract Manager direct for any immediate emergency needs and for assistance. Additional fees may apply for expedited shipping.

e. Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.

Northern Safety Response:

NSI’s Hours of Operation:

By Phone, Fax, or Live Chat		
Toll Free: 1-800-571-4646	Orders & Customer Service:	Mon - Fri: 7:30 am - 8:00 pm ET
	Sales:	Mon - Fri: 8:00 am - 6:00 pm ET
	Technical Support:	Mon - Fri: 8:00 am - 5:30 pm ET
Fax: 1-800-635-1591	24 hours a day, 7 days a week!	
Live Chat:	Mon – Fri: 8:00 am – 6:00 pm ET	

Resolution Process:

Receipt of Incorrect Product: If a Participating Public Agency receives the wrong product, they should contact their local Account Manager or contact our Customer Service Department to arrange for the return of the incorrect product and shipment of the correct replacement product. NSI will issue a credit for the incorrect item.

Damaged Product: If a Participating Public Agency receives damaged product, they should proceed as follows:

Visible Damage: When possible, the Participating Public Agency should refuse delivery of product(s) that are visibly damaged and contact their Account Manager or Customer Service Department to arrange for the shipment of replacement product(s).

Concealed Damage: The Participating Public Agency should contact their local Account Manager or Customer Service Department to arrange for the return of the damaged product(s) and shipment of replacement product(s).

Invoicing Questions: The Participating Public Agency should contact our Customer Service Department regarding the question or need. The Participating Public Agency should have either the invoice number or order number available for faster resolution.

Other Concerns: Our customer service team will also be able to address other customer concerns such as:

- Information on order status
- Delivery status
- Order tracking
- Item price information based on contract
- Product availability

- Detailed product information
- Locate products for specific applications and finding products which meet specific technical requirements (technical support)
- Selecting alternate products to complete purchases
- Placing and managing emergency orders
- Providing product quotations

NSI has our 100% satisfaction guarantee to ensure the customer is always taken care of. The process outlined above funnels through our Customer Care Team who specialize and manage problem resolutions.

f. Describe Offeror's invoicing process.

Northern Safety Response:

NSI offers individual invoices per shipment, EDI invoicing, P-Card invoicing or Summary Billing. In addition, our invoicing can also include customization that can reflect customers internal part numbers for increased efficiencies. NSI's summary billing is our invoicing system that simplifies a customer's procurement system and reducing their internal costs by providing a single bill summarizing all items purchased through a purchase order or P-Card once all items have shipped. This allows an easier reconciliation process when multiple items are purchased in a single order.

NSI's invoices are auto-generated at time of product shipment. NSI only invoices when product has shipped from one of our facilities or we have received an invoice from our manufacturer partners that is drop shipping products not in stock with NSI. Customers may access their invoices by logging on to NSI's website or contacting our Customer Service Team or their Account Manager at any time.

g. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase, include training that customer will receive as part of the transition.

Northern Safety Response:

It is our goal to complete the implementation of the new Region 4 ESC/ OMNIA MRO contract in less than 90 days to make it as seamless and success to Region 4 ESC and all Participating Public Agencies. We recognize that a new contract award requires special focus and a disciplined approach to implementation for existing OMNIA members as well as future targets including NSI's current Public Sector customers affiliation to utilizing this contract method.

Implementation/ Customer Transition Plan (Day 1 – Day 90)

Day 1:

- **Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services Contract Kickoff:**
- **Conference Call announcing award to NSI's Regional Leadership, Sales Force, Sales Operations and Sales Support outlining the final details of the contract.**
- **Communicate new contract terms to NSI's Sales Force and Sales Support teams to:**
 - **Review Pricing and Programs available under the new contract**
 - **Communication targeting potential Participating Public Agencies**
 - **Communication targeting Participating Public Agencies**
- **Conference call announcing award to NSI's Executives and outlining final details of contract**
- **Partner with Region 4 ESC/ OMNIA on an e-mail notification to current Participating Public Agency members notifying them of the new award.**
- **Align eligible current NSI Public Sector Customers to affiliate and participate with new contract.**
- **Customize and enhance current marketing material to promote the new Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract.**

Step 1: First 30 Days

- **Position the new Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract with all current OMNIA Participating Public Agencies, transition eligible NSI's Public Sector Customer to both affiliate and participate with contract as well as targeted potential Participating Public Agency affiliations.**
- **Present the NSI Core Value Proposition**
- **Gain a thorough understanding of each customers overall procurement goals and initiatives and leverage the Region 4 ESC/ OMNIA MRO contracts products, pricings, services and solutions that meet customer goals and initiatives.**
- **Have instructions through website and marketing material to assist with the affiliation process as well as contract features and benefits.**

Step 2: Days 30-60 NSI Strategy based on customer needs

- **Develop a Participating Public Agency strategy in conjunction with Region 4 ESC and OMNIA based on contract features and benefits and customer initiatives**
- **Engage all resources with NSI, Region 4 ESC and OMNIA for implementation of programs**
- **Affiliate new Participating Public Agencies by communication contract features and benefits**
 - **Target mutually agreed upon Agencies**
 - **Target internal high value targets**
 - **Introduction to Region 4 ESC/ OMNIA's contract with NSI**
 - **Start Affiliation Process**

Step 3: Days 60-90 Implement agreed upon strategy and continue to leverage strengths of Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract

- **Implement programs for Participating Public Agencies**
- **Engage all resources needed to execute strategies to include contract affiliation, enrollment process with NSI, training – both internal and customer focused on contract features and benefits**
- **Continue to drive growth to reach revenue goals for both Region 4 ESC/ OMNIA and NSI**

h. Describe the financial condition of the Offeror.

Northern Safety Response:

NSI is part of the Würth Group, the largest Industrial Supplier in the world. We operate in more than 80 countries, employ over 77,000 professionals with 33,000 of these being sales representatives. We have more than 3.6 million customers across the world and generated total sales of roughly \$15 Billion USD in 2018. Founded in 1945 by the Würth family, we are proud to still be privately owned allowing us the flexibility to meet our company goals that are not dictated by shareholders. We are a financially robust company which offers us the ability to grow through operational enhancements, organic customer growth and acquisitions.

i. Contractors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies. Describe how agencies choosing to pick up the orders will receive the correct contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

Northern Safety Response:

Branch Stores:

NSI is a wholesale distribution company with branch locations and not retail outlet stores. Our branch locations are available to receive walk-in or will call orders to meet the needs of customers.

Contract Pricing Procedures:

A contract is assigned a hierarchy number which contains all of the pertinent contract information including: pricing discounts, market basket items, market basket pricing, shipping terms, payment terms, special handling notes, and all other contract pertinent information. Once a Participating Public Agency provides NSI its OMNIA membership number, their account(s) are attached to the assigned hierarchy number which automatically feeds all appropriate contract information and settings required. The process to attach a Participating

Public Agency to the Region 4 ESC/ OMNIA Maintenance, Repair and Operations (MRO) Supplies and Related Services contract will be completed within 24 hours of request. Typical response time to complete the request is 6 hours and can be completed at time of request if needed.

Contract Pricing Access:

Once a Participating Public Agency has provided NSI their OMNIA membership number and their account(s) have been attached to the hierarchy, they will be able to access their contract pricing through all of our ordering methods, including Walk In and Will Call orders at our Branches. To place an order including at one of our Branches, the Participating Public Agency should provide their NSI account number. If they do not know or do not have available at time of purchase, we can locate their account by utilizing the Customers Agency Name, Agency Address, Agency Phone Number, Agency Ship to Address, Buyers Name, Buyers E-mail or Buyers Phone Number. If a Buyer has not ordered with NSI previously and has not been set up in our system as such, we can set him/her up at time of purchase to the appropriate Participating Public Agency account, including access to our website for future shopping capabilities.

- **Store/ Branch Ordering Process: All in store purchases will be conducted through NSI's standard branch customer service processes. The following outlines what this process looks like:**
 - **Participating Public Agency customer identified through the above factors**
 - **Desired items scanned/entered and appropriate contract price applied via OMNIA affiliated account number within NSI's SAP ordering system**
 - **Product order picked from inventory and provided to customer. If desired product is in stock at a different branch or distribution center – shipping instructions will be inquired. All orders ship to customers desired business location.**
 - **Receipt issued to customer**
 - **Transaction closed and information processed for billing within the system.**

Report Tracking to OMNIA:

All sales reporting required by OMNIA on a monthly basis will be provided as required. All Participating Public Agencies affiliated to the Region 4 ESC/ OMNIA MRO contract sales will be tracked through our hierarchy affiliation in SAP regardless of ordering method. With this capability, capturing all OMNIA sales at time of purchase for all ordering methods is an instantaneous process. We have a robust reporting system through Microsoft Business Intelligence that can pull several different reporting parameters for any desired time frame to include a specific day, week, month, quarter or other timeframes.

j. Payment terms/options. Include standard payment terms, early payment discounts and forms of payment accepted. Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Northern Safety Response:

NSI's standard payment terms is NET30

NSI does not offer early payment discounts

NSI accepts all forms of payments including purchase order, EFT transfers, and all types of VISA, MasterCard and American Express as a means of payment, regardless of ordering channel (phone, fax, website, e-mail and will call). All credit/procurement card transactions are processed through our mainframe computer system. Due to this, NSI does not need to utilize credit card processing equipment provided by the credit card companies.

Convenience Fee – Not applicable



Services Center Guide

Cleaning • Inspection • Repair • Testing

Personalized Service

Whether it's at our site or yours, you'll get all of our great services plus the personal attention you're looking for.

Just take a look at everything we have to offer...



Go Clean

Northern Safety's Go Clean service provides reliable, efficient cleaning services that comply with all NFPA 1851 requirements and updates.



Why use our cleaning service? Because the risks are too big if you don't.

- Soiled PPE can pose a health risk to the firefighter
- Emergency scene contamination can be found in fibers and remain until PPE has undergone cleaning
- Firefighters are at risk from secondary exposure to cancer-causing contamination
- Soiled PPE is less protective because it reflects less radiant heat and is more likely to conduct electricity
- Everyday chemicals can weaken fabrics and cause damage that reduces the usable service life of the PPE



✓ Inspection

Our inspection services will identify repairable damage that affects your gear's protective performance. We'll identify wear areas before they become a safety issue or lead to irreversible damage.

✓ Repair

Don't allow unattended damage to worsen your PPE to a level where it can't be restored to safe condition. Regular repair can keep PPE in serviceable condition and extend its safe, usable life, which will significantly offset PPE replacement costs.

✓ Record Keeping

We keep records on every cleaning, inspection, and repair so you don't have to. We can provide you with your repair data, as well.



Fall Protection Repair

Northern Safety is a factory-authorized service center for DBI/Sala®. Our experienced technicians service your equipment following the manufacturer's specifications and provide documentation upon completion of the service for easy and convenient record keeping.

We'll clean and inspect your harnesses and lanyards. Plus inspect, repair, and recertify your self-retracting lifelines (SRL's).

Respiratory Protection

Northern Safety is Oklahoma's only factory-authorized service center for Scott® Safety. Our experienced technicians service your equipment following the manufacturer's specifications and provide documentation upon completion of the service for easy, convenient record keeping.

We perform quantitative fit testing for respirators, and we flow test and repair SCBA's. Plus, we refill your breathing cylinders.

Gas Detection

Our technicians will calibrate and repair your gas monitors in accordance with OSHA and the manufacturer's requirements. We service Industrial Scientific and Honeywell (BW Technologies and Honeywell Analytics) monitors

We'll bump test and perform full calibration to keep your monitors in top working order.

Level A Suits

Let our skilled service technicians inspect and test your Level A suits in accordance with ASTM F 1052, Standard Practice for Pressure Testing Totally Encapsulating Chemical Protective Suits. We can provide pressure testing to confirm the gas-tight integrity of your Level A suit. You'll receive documentation upon completion of the service for easy and convenient record keeping.

PPE Cleaning and Care

Northern Safety is verified by Intertek, a third-party testing facility, as an Independent Service Provider (ISP) to clean, inspect, and repair turnout gear in accordance with NFPA 1851. We're also authorized to clean and perform repairs on other PPE, manufactured by:

- Honeywell First Responder Products
- Globe
- Lion
- Fyrepel
- Veridian

Breathing Air Equipment

Our factory-certified technicians will maintain and repair your breathing air equipment in accordance with OSHA, NFPA, and the manufacturers' requirements. Northern Safety is a factory-authorized service center for Scott® Safety. Our experienced technicians will service and/or repair your air compressors and provide documentation upon completion of the service for easy record keeping.

We also perform on-site air quality tests on Scott® breathing air compressors, and send samples to Trace Analytics, a third-party accredited laboratory, for an air quality analysis.

Extrication Equipment

Northern Safety is a factory-authorized service center for Amkus® Rescue Systems. We stock the most commonly replaced Amkus® parts on our mobile service trailer and can perform most repairs on-site in select areas.

Branch Information:

Oklahoma City, OK

3750 N. I-44 Service Road
Oklahoma City, OK 73112
Phone: 1-405-942-7101
Toll Free: 1-800-256-1003
Fax: 1-405-942-5289

Tulsa, OK

5514 S. 94th East Avenue
Tulsa, OK 74145
Phone: 1-918-665-2330
Toll Free: 1-800-256-1002
Fax: 1-918-665-3515



— Committed to Serving You Better —

Shop online at www.northernsafety.com

Fall Protection Inspection and Maintenance Chart

Type of Use	Application Examples	Conditions of Use	Inspection Frequency Competent Person	Factory Authorized Inspection
Infrequent to Light	<ul style="list-style-type: none"> • Rescue and confined space • Factory maintenance 	<ul style="list-style-type: none"> • Good storage conditions • Indoor or infrequent outdoor use • Room temperature • Clean environments 	Annually	At least every 2-5 years, but not longer than intervals required by the manufacturer
Moderate to Heavy	<ul style="list-style-type: none"> • Transportation • Residential construction • Utilities • Warehouse 	<ul style="list-style-type: none"> • Fair storage conditions • Indoor and extended outdoor use • All temperatures • Clean or dusty environments 	Semi-Annually to Annually	At least every 1-2 years, but not longer than intervals required by the manufacturer
Severe to Continuous	<ul style="list-style-type: none"> • Commercial construction • Oil and gas mining 	<ul style="list-style-type: none"> • Harsh storage conditions • Prolonged or continuous use • All temperatures • Dirty environments 	Quarterly to Semi-Annually	At least annually, but not longer than intervals required by the manufacturer

NORTHERN
Safety & Industrial

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Shop online at www.northersafety.com

Oklahoma City, OK

3750 N. I-44 Service Road
Oklahoma City, OK 73112
Phone: 1-405-942-7101
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Phone: 1-918-665-2330
Toll Free: 1-800-256-1002
Fax: 1-918-665-3515

**Take Advantage of Your OMNIA Partners,
Public Sector Contract: Contract # SAMPLE ONLY**

Register Today! Simply email OMNIA@northernsafety.com and mention promo code **OMNIA10**! Each new registered user will receive **10% off** their first order!

You'll receive discounted pricing on our entire web site offering. Register today and start saving!

Contract Services and Solutions

Explore these and other NSI solutions to help you lower costs, minimize purchases, maximize efficiencies, and increase compliance.

■ **NSI Inventory Solutions™**

Advanced features on northernsafety.com help you manage and streamline your department's spend and ordering processes.

■ **NSI Logo-It Custom Express Printing**

In-house, full service customization solutions range from screen printing to embroidery and custom sign special orders.

■ **NSI Go Clean™ Services**

In-house NFPA 1851 cleaning, inspection, repair, and testing. May be limited to regional availability.

■ **NSI Services Center**

In-house factory-authorized test center for Level-A Suits, repair and rental center for respiratory, fall protection, gas detection, and more.

■ **Same Day Shipping Guarantee**

98% of in-stock orders placed before 5:00 pm ET, will ship the same business day.

■ **24/7 online ordering at northernsafety.com**

Northern Safety Co., Inc.
Contract# SAMPLE ONLY – MRO Supplies & Services

To Participate, Please Contact:

OMNIA Sales Support

Phone: **1.800.568.2764** Email: OMNIA@northernsafety.com

Mention Promo Code OMNIA10 to get your 10% discount!

Some of the Available Categories Include –

- Safety
- HVAC
- Plumbing
- Pneumatics
- Security
- Hand Tools
- Power Tools
- Janitorial Equipment & Supplies
- Fasteners
- Lighting
- Abrasives
- Fleet Maintenance
- Office Supplies
- Medical Supplies
- Material Handling
- Electrical
- Hardware
- Lubricants
- Paints, Equipment, & Supplies

Some of Our Top Manufacturers –



Honeywell



Plus many more!

MRO Industry Line Card

Highlight denotes redistributor

➤ Abrasives

- Alcorn Industrial Inc
- 3M –Standard Abrasives
- ARC Abrasives INC
- Bosch (Vermont America)
- Camel Grinding Wheels
- DeWalt
- Dico
- Global Abrasive Products Inc
- Grier Abrasive Co Inc
- Jaz USA
- MBC Ventures Inc
- Mercer Industries
- Merit Abrasives
- Mirka
- Pearl
- Production Abrasives
- Saint-Gobain/Norton
- Superior Abrasives
- United Abrasives –Sait
- Weiler
- Woodstock International

➤ Lubricants & Adhesives

- 3M
- Adhesives Research Inc
- Anti-Seize Technology
- Calkins Technical Prod Inc
- Color Rite Inc
- CRC Industries
- Crown
- **Devcon**
- Ellsworth Adhesives

- Gunk
- International Coatings
- ITW
- JB Weld
- Jet Lube
- Lincoln
- Loctite
- Magnate, INC
- McGinley Adhesives
- MRO Solutions
- Nanoprotech LLC
- ND Industries (Vibratite)
- Niteo Products
- North American Composites
- O'Rourke Petroleum
- OXCO
- Royal Adhesives & Sealants
- Schaeffer MFG CO
- Simple Green
- Spicer and Sandburg Inc
- Spray Nine
- Sprayon
- Synco Chemical Corp
- Western Marketing
- WCI
- WD-40
- **Electrical**
- 3M
- Brady
- Bryant Electric
- Eaton - Bussmann
- Flir/Extech

- Fluke
- General Cable
- Greenlee
- **Graybar**
- Ideal
- Kirby Risk
- Leviton
- Midwest Innovative Products
- Miller Electric MFG LLC
- Morris Electrical
- Panduit
- Pass & Seymour Inc
- Reliance Controls
- Southwire
- TRC
- Woods

➤ Equipment

- BE Pressure
- Briggs & Stratton
- Duraheat
- Generac
- Honda
- Kohler
- Little Giant
- Mi-T-M
- Nilfisk Inc Vac
- Pinnacle Climate Technologies
- Portacool LLC
- Shop Vac
- TPI



MRO Industry Line Card

Highlight denotes redistributor

- **United Fluid Enterprises**
- **Fasteners**
 - Auge Industrial Fasteners
 - AZ Lifting Hardware
 - Brighton Best
 - Earnest Machine Products
 - GL Huyett Corp
 - Hot Drill Screw
 - Industrial Rivet & Fastener
 - Lawson Products
 - Marine Fasteners Inc
 - MKT Fastening
 - Norfast Inc
 - Nucor Fastener
 - Premium Fasteners Inc
 - Senco
 - Set Screw & MFG Co
 - Texas Stud Weld & Fastener Inc
 - USA Fastener Group Inc.
 - Walker Industries Products
 - Volt Industrial Plastics
- **Grounds Maintenance**
 - Chapin
 - Continental Commercial
 - Eagle
 - Earthway
 - First Alert
 - Heartland
 - Justrite
 - Legacy (Flexzilla)
- PF Harris
- Rubbermaid
- Seymour Midwest
- Unger
- Valley Industries
- **Filters**
 - AFD Industrial Filters
 - Baldwin
 - Core Filtration LLC
 - Filtration Group Finishing
 - National Filter Media
 - **Parker**
 - Seal Fast
 - Sefar Inc
 - Stuff
 - Swift JB International LLC
- **Hoses**
 - Advanced Drainage Systems
 - Ames True Temper
 - **Austin Hose**
 - Bandlock
 - Brennan INC
 - Coilhose
 - Fill-rite
 - Kaman
 - **Mcgill Hose & Fittings**
 - **M.M Industries**
 - **Swagelok**
 - Texcel
 - Uniflex
 - Valley Industries
- Wilcox
- **Ladders**
 - Ballymore Company Inc
 - Cotterman
 - Cramer
 - DPI
 - Kennison Forest Products Inc
 - Little Giant
 - Louisville Ladder
 - Metaltech Omega Inc
 - Precision Fitting & Gauge
 - PW Platforms Inc
 - Watson Marlow
 - Werner Company
- **Lighting**
 - Bergen Industries
 - Big Beam
 - Eiko
 - Energy Bank Inc
 - Fostoria
 - GE
 - Glamox Aqua Signal Corp
 - Halco
 - Industrial Rig Lights Inc
 - Keystone Technologies
 - Koehler Brightstar
 - Maglite
 - Max Lite
 - Pelican
 - Perko



MRO Industry Line Card

Highlight denotes redistributor

- Rayovac
- Service Lighting DBA
- Shat-R-Shield
- Streamlight
- Vega Industries Limited

➤ Material Handling / Lifting

- All-line
- Bearing & Drive Solutions
- Bonar Plastics
- Buck horn
- Campbell
- Columbia Products
- Continental
- Dandux
- Econo Lift Limited
- Fabri foam
- Fairbanks
- Fibrertech
- First Safety Corp
- Harper
- Harrison
- Jamco
- Jet
- JPW
- Kasco
- Lift-All
- Liftex
- Magliner
- Maasdam Pow'R-Pull
- Merrick Machine
- M G America Inc
- Omega plastics

- Pewag Inc
- Paragon Pro MFG Sol
- Quantum
- Remco
- Rigging Supply
- Royal Truck Division
- Rubbermaid
- Sentry Protection LLC
- Suncast Commercial
- The Ratchet Depot
- Union tool
- Vestil
- Wood's Powr Grip CO. Inc
- Wesco

➤ Paints & Accessories

- 3M
- CH Hanson
- CTW International Inc
- Diversified
- Dupli-Color
- E-Z Mix
- Gerson
- Innovative Tools & Technologies
- ITW
- Krylon
- Maryland Brush (MBC Ventures Inc)
- Met-All Industries
- PBE Jobbers Warehouse
- Premier Paint Roller
- Purdy

- RE Paint Supply
- Rust-O-Leum
- Sani Wax Inc
- Sherwin Williams
- Sprayon
- U-Mark Inc
- Wooster Brush

➤ Tapes / Wraps

- 3M
- 3G Packing Inc
- Ameritape Inc
- Berry Plastics
- Budnick Converting Inc.
- Electro Tape Specialties Inc.
- Express Shipping Room Supply
- Goodwrappers
- Gorilla
- Grant Packing LLC
- Harris Industries
- Incom MFG
- International Plastics
- Intertape
- Nashua
- Polyken
- Pro Tapes
- Shield Mark Inc.
- Shurtape Technologies LLC
- Strong Man Safety Prod
- Testex Inc
- The Pallet Express



MRO Industry Line Card

Highlight denotes redistributor

➤ Tools -Cutting Tools

- Amana Tools
- Angelina American
- Drillco Cutting Tools
- Eagle Taptek
- Forrest Manufacturing
- Greenfield
- Greenleaf Corporation
- HTC-Hot Tool & Cutter Mfg
- Hougen Manufacturing Inc
- Ingersoll Cutting Tools
- K-Tool
- Michigan Cutting Tools
- MK Morse
- Monster Tool
- Norseman
- Pferd Inc
- Phillips Saw tool Inc
- Rocky Mountain Twist
- Ronan Tools Inc
- Seco
- Tenrryu America Inc
- Teal Corp
- Triumph Twist Drill
- Unibor
- W.L. Fuller Inc

➤ Hand Tools

- Apex
- Arrow
- Blackhawk
- Bondhus
- Bucket Boss

- Camillus
- Channel Lock
- Chicago Clamp
- Clauss
- CLC
- Coast Products
- Cooper
- Crescent
- DeWalt
- Estwing
- Ergodyne
- Gedore Tools Inc
- Grizzly Industrial Inc
- Halder Inc
- HKP
- Irwin/Lenox
- Klein
- Knipex
- Leatherman
- Lufkin
- Mayhew
- Milwaukee
- Nupla
- Pony
- Proto
- Rigid
- Sensible Products
- Shaviv
- Stanley
- Starrett
- Titan (Star Asia Group)
- Urrea
- US Tool Group

- Vaughan
- Wera
- Wiha Tools
- Williams Tools
- Wilton
- Wiss
- Xcelite

➤ Pest Control

- Kness Mfg CO
- Afila Industrial Tools Inc

➤ Power Tools

- Apex
- Afila Industrial Tools Inc
- Bosch
- Champion Chisel Works Inc.
- DeWalt
- Dremel
- Metabo
- Makita
- Milwaukee
- Proto
- Rigid
- Snap on Power Tools
- Stanley
- T.C. Service Co.
- Winshaw Hydraulic

➤ Pneumatics

- Alcoa Fasteners



MRO Industry Line Card

Highlight denotes redistributor

- Brunner & Lay Inc
- Chicago Pneumatic
- Coil Hose Pneumatics
- Cmpresspr World
- Dewalt
- Engineered Specialties LLC
- Festo Corp
- Florida Pneumatic
- FluidLine Components Inc
- Guardair Corp.
- Legacy (Flexilla)
- Ingersoll-Rand
- Makita
- Pneumatic Scale
- Preferred Tool
- Prime Hydraulics
- Reelcraft
- TB Wood's
- Texas Pneumatic

➤ **PVF**

- Anvil International LLC
- Bandlock
- Blake Group Holdings
- Coilhose Pneumatic
- CNC Flow Control
- Dixon Valve
- Ferguson
- Midland Metal
- MSI
- Pro Marketing Inc
- Seal Fast
- Silver Star Supply

- Spir Star
- Swagelok
- Texas Pipe & Supply
- Titus
- Valtorc International

➤ **Welding**

- 3M
- American Torch Tip Company
- Associated Welding
- Bernz-O-Matic
- Blue Demon
- Dynaflux
- ESAB
- Fibre-Metal
- Goss Inc
- Harris Product Group
- Haun Welding
- KC Jackson Safety
- Kromer Cap Co.
- LACO
- Midalloy
- ORS Nasco
- Pinnacle Alloy
- Profax / Lenco
- Pyramex
- R3
- Robert James Sales
- Sellstrom Mfg.
- Schumacher
- Special Metals
- Steiner

- Tillman
- Thermal Dynamics
- Tweco
- Victor
- Weld-Aid (CRC)
- Weldcote
- Welders Supply Company
- Worthington

➤ **Misc.**

- Accent Building Materials
- ACS of Denver LLC
- AD Bowman & Son Lumber
- Associated Spring Raymond
- Bosch Packaging Services
- Caplugs
- B & H Distributors Inc
- Behrens Manufacturing LLC
- Bosch Packing Services
- Conser FS Inc
- Data Labels
- Domino
- Duff Company
- Echo Engineering & Production
- Kaps-All
- Kele Inc
- Key International Inc
- Korber Medipak System
- Eidos Corporation
- E-Z Up, Inc
- Gleason Salt & Supply



MRO Industry Line Card

Highlight denotes redistributor

- Goodway Technologies Corp
- Graphics Control
- Hebel Process Solutions
- Henry Poor Lumber Co Inc
- IKO International
- IMS Company
- Industrial Pharmaceutical
- ISI Commercial Refrigeration
- Jonesville Paper Tube Corp
- JS Products Inc
- Justman Brush Company
- Kraemer US LLC
- **LBG Distribution Inc**
- **Lieberman Distributing**
- **Company/Lidco Products**
- Malin Company
- **National Oak Distributors**
- Norweco Inc
- Paducah Rigging Inc.
- Porta King Bldg
- Prevost
- Pro-Line
- Radwell International Inc
- R.W Hartnett
- Schaefer Systems
- Shorr Packaging Corp.
- Sigma Plastics Group
- Slack Chemical Comp
- Supreme Corp
- Storage Battery Systems, LLC
- The Fitpatrick comp
- The National Group
- Thermo Fisher Scientific

- Taconic



Safety Line Card

➤ Eye Protection

- 3M
- Bausch & Lomb
- Bolle Safety
- BrandX Safety
- Chums
- Crews (MCR)
- DeWalt
- Edge Eyewear
- Emergent Safety
- Encon
- Hilco
- Kimberly Clark/Smith Wesson
- MCR Safety
- Moto Solutions
- National Marker
- Honeywell/Uvex
- Hoya Vision Care
- Northern Safety
- N-Specs
- Pyramex
- Radians (DeWalt)
- Radians (Crossfire)
- Safety Optical Service
- Safety America
- Sellstrom Manufacturing Co.

➤ Head & Face Protection

- 3M
- Brimguard LLC
- Bullard
- Chicago Protective
- Chill Skinz

- Crews (MCR)
- Ergodyne Corp.
- Fibre-Metal
- Grabber Performance Group
- Headline It
- Horizon Mfg.
- Huntsman (KC)
- Innotech Corp
- Jackson (KC)
- Kask America Inc
- Kromer Caps
- MSA
- National Marker
- North (Honeywell)
- Northern Safety
- NS PowerShell
- Oberon Co.
- Occunomix
- ORS Nasco
- Protective Industrial Products (PIP)
- Pyramex
- Salisbury
- Sellstrom Mfg.
- Tasco Corp.
- Uxex (Honeywell)

➤ Hearing

- 3M
- E-A-R (3M)
- Emergent Safety
- Honeywell
- Howard Leight
- Kimberly Clark

- Moldex
- MSA
- National Marker
- Northern Safety
- One Off/Flugz
- Peltor (3M)
- Protective Industrial Products (PIP)
- Radians
- Smith & Wesson
- Sper Scientific
- Sperian
- Tasco Corp.

➤ Communications Systems

- Motorola (MEI)
- Peltor Communications (3M)

➤ Gloves

- 212 Performance Gloves
- Ansell Edmont
- American Healthcare Prod
- Apollo Performance Gloves
- Brass Knuckle
- Chicago Protective Apparel
- Custom Leather Craft (CLC)
- DeWalt (Radians)
- Ergodyne Corp.
- Emergent Safety
- Gaskets, Inc.
- Glove Guard
- Glove, Inc.
- Handguards, Inc.
- Harbinger Healthcare, Inc.



Safety Line Card

- High Five Glove
- Honeywell (PerfectFit/North)
- Impacto Protective Products
- Innotex Corp
- Kinco Glove
- Kimberly Clark
- Liberty Glove
- Marigold Industrial
- MAPA Spontex
- MAPA Pioneer, Corp.
- MCR Safety
- Memphis Gloves (MCR)
- Mechanix Wear
- Modern Aids (Safe-T-Tape)
- Micro-Flex Medical Corp.
- North Safety Products
- NS Brands
- OK-1
- Protective Industrial Products (PIP)
- QRP, Inc.
- Radians
- Safe-T-Gard Int.
- Salisbury
- Seidman
- Showa-Best
- Steel Grip
- Summit Glove
- Superior Glove Works
- SW Safety Solutions Inc
- US Workforce (Midway Glove)
- Valeo, Inc.
- Wells Lamont

- Wells Lamont Industrial
- West Chester Holdings
- Wonder Glove
- Wonder Works America, Inc.
- Worldwide Protective Products (Manzella)
- Zing Enterprises

➤ Protective Clothing

- 3M
- Ansell Edmont
- Benchmark Clothing
- Big Bill (Codet Corp.)
- Carhartt
- Chicago Protective Apparel
- Dickies
- Dupont
- Ergodyne Corp.
- Emergent Safety
- Fire Protection Outfitters
- Grand Forest
- Haws USA Inc
- Kappler
- Keystone Adjustable Cap
- Kimberly Clark
- Lakeland Industries
- Lapco
- MDS Associates
- MCR Safety
- ML Kishigo
- Moto Solutions
- National Safety Apparel
- Neese Ind.
- North

- Northern Safety
- Occunomix
- PGI Inc
- Purus International, Inc
- R3 Safety
- Steel Grip
- Steiner
- Tilsatec North America
- Tingley Rubber Corp.
- VF Workwear
- Westchester
- WH Salisbury
- Workforce
- Wrangler

➤ Foot Protection

- 3M
- Bludstone Footwear
- Carhartt
- Dr. Martens
- Ellwood Safety
- Ergomates
- Emergent Safety
- Geroline INC
- Grabber
- Halen Hardy (Mudflinger)
- Heartland Footwear
- ICE Trekkers
- Impacto Protective Products
- Kamik (Genfoot America)
- Keen
- Norcross (Neos, Servus & Ranger)
- Lacrosse



Safety Line Card

- Muck (Honeywell)
- Northern Safety
- Onguard Industries
- Peet Shoe Dryer
- Protexer Inc DBA

Bootiebutler

- PSS Dist. LP (PUMA)
- Reebok (Warson Brands)
- Rocky Brands, Inc.
- Scrusher (Chaseburg Mfg.)
- Skechers
- Spenco
- The Clean Boot
- The Timberland Co.
- Tingley Rubber Corp.
- Wolverine

➤ Respiratory

- 3M
- Air Systems
- AK Ltd.
- Allegro Industries
- Bullard
- Drager Safety
- Emergent Safety
- Georgia Steel & Chemical Co.
- Gerson
- Honeywell
- ILC Dover
- Interactive Safety Products
- Kimberly Clark (Jackson)
- Moldex
- MSA
- North

- Northern Safety
- Paftec Australia PTY LTD
- Scott Health & Safety
- Survivair

➤ Instrumentation

- 3M
- Biosystems (Sperian)
- BW Technologies
- ChemDaq Inc
- Drager Safety
- Emergent Safety
- Gasco Affiliates
- GFG
- Honeywell Zellweger
- Industrial Scientific
- MSA
- Rae Systems
- RKI
- Sper Scientific
- Tech Instrumentation
- Thomas Scientific

➤ Equipment Cases

- Pelican Products

➤ Confined Space

- Air Systems International
- Allegro Industries
- CLMI
- DBI/Sala
- Emergent Safety
- Fall Tech
- Masterlock

- Miller (Honeywell)
- Tuff Built Products Inc

➤ Fall Protection

- 3M/DBI
- Atlantic Fall Protection
- Carnie Cap, Inc.
- Excalibur & Associates INC
- Guardian Fall Protection
- Hy-Safe Technology
- Load Halt
- Miller (Honeywell)
- MSA
- Mutual Industries
- NS Fall Protection
- Safety Boot
- Safety Rail Company LLC
- Sky Genie
- Tuff Built Products Inc
- Veri5000
- Webb Rite Safety Inc

➤ Ergonomics

- Allegro Industries
- Alpha Medical LLC
- CLC
- Eidos Corporation
- Ergodyne Corp.
- Heritage Leather company
- Impacto Protective Products
- Northern Safety
- Occunomix
- OK-1 Mfg.



Safety Line Card

- On Site Therapy LLC

➤ Eyewash

- Accuform
- Allegro
- Bausch & Lomb
- Bel-Art
- BSL Industries Inc
- Bradley
- Certified Safety
- Encon Safety
- Fendall
- First Aid Only
- Guardian Equipment
- Haws Co.
- Honeywell
- Johnson & Johnson
- Lavoptik
- Medique
- Pfizer
- Physicians Care
- Plum
- Speakman
- Wearwell

➤ First Aid

- 3M
- Acme International
- Allied Healthcare
- Ambu. Inc.
- Artic Ease
- Biofreeze
- Biologic Aqua
- Brady Worldwide

- Certified Safety
- Coro Medical
- Covalance Adhesive
- Derma Science
- Dukal Corp.
- Dupont
- Durham Mfg.
- Dynarex Corp.
- Eagle
- Ergodyne
- Fieldtex
- First Aid Only
- Genuine First Aid
- Guernsey's Products for You LLC
- Hartmann-Conco
- HH Medical Corporation
- Hospital Speciality
- JJ Medical
- Junkin Safety
- Laerdal Medical
- Life Corporation
- Medifirst
- Microex Medical
- Medipoint, Inc.
- Medique Products
- Medline (Curad)
- Medtech Inc.
- Microflex Medical Corporation
- Mohawk Hospital
- Nasco
- National Marker
- Nortech Labs

- Nutramax
- Pac-Kit Safety Equipment
- Pelican Products
- Performance Health, Inc.
- Pfizer Consumer Group
- Philips
- Physicians Care
- Safetec of America
- Swift (North)
- Vending Manufacturing, Inc.
- Waterjel Tec
- Zoll Medical Corporation

➤ Outdoor Exposure/Misc.

Advanced Chemical Sensors

- Certified Safety
- Coretex
- Croc Bloc
- Lagasse
- Northern Safety
- Safetec
- Tech Labs/Technu
- Waterjel

➤ Heat Stress

- Chill Skinz
- Climate Contol
- Ergodyne Corp.
- Ice Water Springs
- Igloo Products Corp.
- Medique
- Northern Safety
- Quaker Oats (Gatorade)
- Sper Scientific



Safety Line Card

- Sqwincher Corp.

➤ Traffic Safety

➤ A-Safe Inc

- Airport Windsock Corporation
- Bone Safety
- Checkers Industrial Products
- Cortina
- Cyalume Tec.
- Ergodyne Corp.
- General Tool
- Illuma Gear
- Lawrence Metal Products
- Maxx Proof
- MCR
- ML Kishigo
- MR Products (Mr. Chain)
- Mutual
- Neese Industries
- Northern Safety
- Occunomix International LLC.
- P.E.K., Inc.
- Plastics R Unique
- Product Innovations
- Radians
- Schumacher Electric Corp.
- Stearns, Inc.
- Tingley
- Viscom/Traffix & Devices

➤ Training

- Accuform

- BLR
- Brady Worldwide/Prinzing
- CLMI
- JJ Keller
- Justrite Mfg.
- National Marker

➤ Lockout/Tagout

- Accuform
- Brady Worldwide/Prinzing
- Hubbell
- Master Lock/American Lock
- MMF
- National Marker
- Northern Safety
- North (Honeywell)
- Zing Industries, Inc.

➤ Signs

- Accuform
- Big Beam
- Brady Worldwide/Prinzing
- Cox Hardware
- CH Hanson
- Jackson (KC)
- Lawrence Metal
- MR Chain
- National Marker
- Product Innovations
- Tensabarrier
- Zing Industries, Inc.

➤ Fire Safety

- Amerex

- Ansul/Sentry
- BRK Brands
- Cato
- Eagle Mfg.
- Justrite Mfg
- Kidde
- Sensible Products Inc
- West Coast Fire & Rescue

➤ Safety Storage Cabinets/Cans

- Action Pump
- American Forge & Foundry
- Baker Industrial Supply
- CDF Corp.
- Eagle Mfg.
- First Safety
- Gray Mills
- Jamco Products, Inc.
- Justrite Mfg
- National Spencer (MTN)
- Protective Lining
- Republic Storage Prod
- Stewart R. Browne
- Strong Hold Products
- Syracuse Stamping Co.
- Todd Ent.
- Tolco Corp.
- Tuthill Fillrite
- Wesco Industrial
- Western Storage and

Handling

➤ Secondary Containment

- Eagle Mfg.
- Enpac



Safety Line Card

- Justrite Mfg.
- Skolnik Industries
- Ultra-Tech

➤ Spill Control

- 3M
- Complete Environmental Products, Inc.
- Northern Safety
- NPS Corp.
- Rupture Seal
- SPC (Sorbent Products Inc.)
- Spilfyter
- Spilltech

➤ Janitorial

- 3M
- Acme United
- American Dryer
- Beach Sales & Engineering
- Carlisle
- Chicopee
- Coretex
- Deb/SBS
- Eagle
- Essadent
- Eurow & O'Reilly Corp
- Gojo
- Hub City Industries
- Honeywell
- Hoover
- Impact
- ITW Dymon
- Justrite

- Kimberly Clark
 - Kutol Products Comp
 - LBG Distribution Inc
 - Lysol
 - Minutemann
 - MultiClean
 - Nilfisk Inc Industrial
 - Northern Safety
 - Poly Plastics
 - Purell
 - Procter and Gamble
 - Remco
 - Rubbermaid
 - Rustoleum
 - Safetec
 - Scotch Corp
 - Sellars
 - Shop Vac
 - Simple Green
 - Spray Nine
 - Stoner Inc
 - Superior Sweeps Inc
 - Tiger-Vac Inc
 - Tolco
 - Tork
 - Tuway American Group
 - Unger
 - United Receptacle
 - Weiler
 - World Dryer Corp
 - Worx Environmental
- Products
- Zenex International

➤ Breakroom

- Bunn
- Dixie
- Keurig
- Mr Coffee
- Utica Coffee Roasting Inc.

➤ Flashlights & Batteries

- Bayco
- Bright Star
- Coast Products
- Cyalume Tec
- Duracell (Selecta Switch)
- Genie Group
- KBI, Inc.
- Krackeler Scientific
- Maglite
- Pelican Products
- Petzl
- Rayovac
- Streamlight
- Tri-Star Sales
- Underwater Kinetics

➤ Miscellaneous

- 4Safe Products LLC
- Buckeye Fire Equipment
- Cable tie express
- Camfil
- Emergent Safety
- Faztek
- Humes & Berg MFG
- LaCrosse Technology



Safety Line Card

- Lawson Products
- M2 Supply
- RR Donnelley & Sons Comp
- Safeguard Technology Inc.
- SG PolyMask
- Steris Corp
- Turtle Plastics
- Wilcor International



Food Industry Line Card

➤ Clothing

- Ansell
- Berne
- Impact/Malt
- Liberty
- M8
- Manabo
- Maulatex
- MCR Safety
- NS Brands
- Poly Conversions
- Refrigiwear
- Tingley
- U.S. Mesh
- Walls
- West Chester
- Work

➤ Hand and Arm protection

- Allison Products
- Ansell
- Genco
- High Five
- Ironwear
- Lakeleand
- Liberty
- Malt
- Manulatex
- Mapa
- MCR Safety
- Mesh America
- NS Brands
- PIP
- Poly Conversions
- Sempermed
- Showa/Best
- U.S. Mesh
- Wells Lamont
- Westchester
- Worldwide

➤ Head protection

- 3M
- American Allsafe
- Celucap
- ERB Safety
- Ergodyne
- Honeywell
- Ironwear
- Keystone
- MCR Safety
- NS Brands
- Occunomics
- Refrigiwear

➤ Footwear

- Dunlop
- Malt
- Onguard
- Paclantic
- Poly Conversions
- Refrigiwear
- Servus Rubber
- Shoes for Crews
- Tingley

➤ Eye/Face Protection

- 3M
- Chums
- MCR Safety
- NS Brands
- PIP
- Pyramex
- Radians
- Sellstrom
- Uvex

➤ Hearing

- 3M
- Honeywell
- Moldex
- NS Brands

- Radians
- Tasco

➤ Respiratory

- 3M
- Draeger
- Honeywell
- Moldex
- MSA
- NS Brands
- Survivair

➤ First Aid

- 3M
- Accusplit
- Brasel
- Conco
- Deb/SBS
- Dover Pharmaceuticals
- Ergodyne
- Gatorade
- Hart Health
- Honeywell
- McNeil Pharm
- Medique
- NS Brands
- Occunomics
- Sqwincher
- Valeo
- WaterJel

➤ MISC Safety

- American Allsafe
- Bio Systems
- Bradley
- CEP Products
- Continental
- Draeger
- Encon
- Haws
- Honeywell

Food Industry Line Card

- Industrial Scientific
- MCR safety
- MSA
- NMC
- Rubbermaid
- Service and Materials
- Speakman

➤ Material Handling / Lifting

- Bonar Plastics
- Buck horn
- Columbia Products
- Continental
- Fabri foam
- Fibrertech
- Kasco
- Omega plastics
- Remco
- Rubbermaid
- Union tool

➤ Cutlery

- Aearo Metal
- American Cutting Edge
- Bobet
- Chicago Cutlery
- Clauss
- Cooper Tools
- Dexter Russell
- Fiskars
- Heritage
- Kasco
- Ronin
- South Hampton
- Southern Mechanical
- Southern Supply
- Stanley Tool
- Swiss Army
- Techni-Edge
- Tru-Hone
- Wolfe

➤ Maintenance

- ABC Compounding
- Accuform
- Boss chemical
- Brady
- Columbia Products
- Continental Commercial
- Crown Matting
- Deb/SBS
- Delta
- Eveready
- Fibertech
- Honeywell
- IDN Armstrong
- Impact Products
- JAX Chemical
- Kimberly Clark
- Koeller Bright Star
- Louisville Ladder
- Masterlock
- NMC
- No Trax
- NS Matting
- NS Wipers
- Pelican
- Penco locker
- Plasco
- Southern Mechanical
- Superior matting

➤ Sanitation/Janitorial

- 3M abrasives
- ABC compounding
- Acme Products
- Better Brush Products
- Bonar Products
- Carlisile/ Sparta brush
- Continental
- Deb/SBS
- Fortune plastics
- Gilman Sprayer

- Impact Products
- Milwaukee dustless
- NMC
- Norton
- Onguard
- Remco
- Rubbermaid
- Sparta Brush
- Tingley
- Vondrehle paper
- Wilen Mop

➤ Quality Control/ Assurance

- A&D Scales
- Accusplit
- Accu-weigh
- Comark
- Delta Tracker
- Talley Rand
- Taylor
- Tel-Tru
- **Triune Enterprises**

➤ Packaging/ Shipping

- Bonar Plastics
- Covalence Plastics
- Fabriform
- Fred Silver
- Good wrappers
- Intertape
- Mutual Industrie
- NMC
- Saunders
- Shurtape
- Techni-Edge

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

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

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


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

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date

11/22/19


Neil J. Sexton - President & COO
Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company	<u>Northern Safety Co., Inc.</u>	Contact	_____
	_____	Signature	_____
		Printed Name	<u>Dan Dornbos</u>
Address	<u>232 Industrial Park Drive</u>	Position with Company	<u>National Government Contract Manager</u>
	<u>Frankfort, NY 13340</u>		
	_____	Official Authorizing Proposal	<u>Neil Sexton - President & COO</u>
	_____	Signature	_____
		Printed Name	<u>Neil J. Sexton</u>
Phone	<u>(405) 482-6694 - Dan Dornbos</u>	Position with Company	<u>President & COO</u>
Fax	<u>(315) 793-4940 - Attn: Sales Operations</u>		

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Northern Safety Co., Inc
Frankfort, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-20
Maintenance, Repair and Operating (MRO) Supplies & Related Services

DRAFT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Region 4 ESC	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Neil J. Sexton, and my date of birth is 08/07/1958.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in Herkimer County, State of New York, on the 25th day of November, 2019.
(month) (year)

Neil J. Sexton - President & COO Neil J. Sexton - President & COO
Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Neil J. Sexton, as an authorized representative of

Northern Safety Co., Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Neil J. Sexton - President & COO

Signature of Named Authorized Company Representative

Neil Sexton - President
+COO

11/22/19
Date

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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. §§ 12511387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure

notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions”

do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

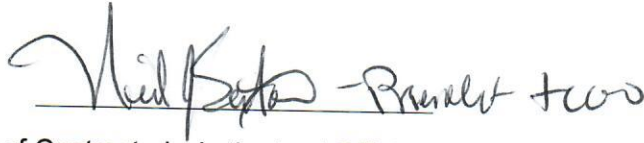
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Northern Safety Co., Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

 - President & COO

Signature of Contractor's Authorized Official

Neil J. Sexton - President & COO

Name and Title of Contractor's Authorized Official

12/2/19

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure

payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Northern Safety Co., Inc.

Address, City, State, and Zip Code: 232 Industrial Park Drive, Frankfort, NY 13340

Phone Number: (405) 482-6694 - Dan Dornbos Fax Number: (315) 793-4940 - Sales Operations

Printed Name and Title of Authorized Representative: Neil J. Sexton - President & COO

Email Address: DDornbos@northernsafety.com

Signature of Authorized Representative: Neil J. Sexton - President & COO Date: 12/2/19

NOT APPLICABLE TO THIS CONTRACT

NORTHERN SAFETY IS ONLY SIGNING TO ACKNOWLEDGE RECEIPT

DOC #7

For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

Signed Neil Sexton - President
+COO

Neil J. Sexton
Title President & COO

Date 11/22/19



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-20

Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Tuesday, December 3, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 (“Addendum”).

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

1. Correct Non-Mandatory Pre-Proposal Conference time:

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on November 12, 2019 at 2:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by November 6, 2019. Offeror’s who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC’s position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Northern Safety Co., Inc.

Dan Dornbos - National Government Contract Manager

Contact Person Phone: (405) 482-6694 / Email: DDornbos@northernsafety.com

Signature *Neil J. Sexton - President & COO*

Neil J. Sexton - President & COO

Date 1/22/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-20

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for
Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 (“Addendum”).

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to change;

1. SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME
2. DEADLINE FOR RECEIPT OF QUESTIONS: November 21, 2019
3. Page 39 – Change first paragraph labeled “M” to “L”.
4. Appendix E – Products & Services Pricing and market basket has been amended and is attached.
5. Additions to Appendix C – ADDITIONAL REQUIRED DOCUMENTS

Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.

- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of

the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a

state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

QUESTIONNAIRE

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

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: _____
- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: _____
- c. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB Yes No
List certifying agency: _____
- d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone Yes No
List certifying agency: _____
- e. **Other**
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No
6.

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Northern Safety Co., Inc.

Dan Dornbos - National Government Contract Manager

Contact Person Phone: (405) 482-6694 / Email: DDornbos@northernsafety.com

Signature

Neil J. Sexton President & COO

Neil J. Sexton - President & COO

Date

11/23/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 3 Amends Appendix E – Pricing File for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to change;

1. Please utilize the revised Appendix E – Pricing File (labeled Version 3 on tab 1) attached. Please do not modify the formatting on this document.
2. An updated Pre-Proposal meeting notes file has been posted.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Northern Safety Co., Inc.

Dan Dornbos - National Government Contract Manager

Contact Person Phone: (405) 482-6694 / Email: DDornbos@northernsafety.com

Signature Neil J. Sexton - President & COO
Neil J. Sexton - President & COO

Date Nov 25, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist