

**Region 4 Education Service Center (ESC)**

**Contract # R230701**

*for*

Chemistry, Biology, Physics and Anatomy Instructional Supplies  
and Services

*with*

**Pocket Nurse Enterprises, LLC**

Effective: July 1<sup>st</sup>, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and Pocket Nurse Enterprises, effective June 1<sup>st</sup>, 2024:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

**APPENDIX A**  
**OFFICIAL CONTRACT**

*This Contract ("Contract") is made as of February 27th, 2024 by and between Pocket Nurse Enterprises, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Chemistry, Biology, Physics, Anatomy Instructional Supplies and Services ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R23-07 for Chemistry, Biology, Physics, Anatomy Instructional Supplies and Services ("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 to 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 expenses incurred.
- 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 product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the 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. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 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 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 Pocket Nurse Enterprises, LLC

Address 610 Frankfort Road

City/State/Zip Monaca, PA 15061-2218

Telephone No. 800-225-1600

Email Address vicaria@pocketnurse.com

Printed Name Aaron Vicari

Title VP of Sales Operations

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R230701

Initial Contract Term 7/1/2024 to 6/30/2027

  
Region 4 ESC Authorized Board Member

2/27/2024  
Date

Carmen T. Moreno  
Print Name

  
Region 4 ESC Authorized Board Member

2/27/2024  
Date

LaVerie Wise  
Print Name





## TAB 2 – PRODUCTS/PRICING

### IV. EVALUATION PROCESS AND CRITERIA

#### a) Products/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

#### **Response:**

**Combining the purchasing power of local governments allows all members, big and small, the leverage to achieve better pricing through economies of scale and reduced RFQ administrative costs. Pocket Nurse® offers OMNIA Partners members a 17% discount on its everyday competitive prices for most of its 3,000+ products, with other products receiving discounts between 5%-8% excluding custom solutions. In addition, Pocket Nurse® encourages customers to request large volume order discounts and one-time opportunity discounts to obtain the best possible pricing. Pocket Nurse® also offers OMNIA Partner Members parcel-type first (1<sup>st</sup>) floor deliveries via FedEx Ground® a \$20.00 flat rate shipping chard on orders of any size.**

**Please see the pricing structure letter and bid offering discount pricing spreadsheet enclosed for further details.**

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Manufacturer part#
- Offeror's Part # (if different from manufacturer part#)



**TAB 2 – PRODUCTS/PRICING (CONT.)**

- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

**Response:**

**Please see the pricing structure letter and bid offering discount pricing spreadsheet enclosed for further details.**

iii. Is pricing available for all products and services?

**Response:**

**Yes, pricing is available for all products and services. Pocket Nurse sells medical supplies, furniture and equipment for healthcare education and simulation.**

- **Contract Members receive a 17% discount from the Pocket Nurse® everyday low, on-line price for the majority of our product offering of over 3,000+ skus from our Healthcare Simulation and Medical education product portfolio.**
- **Manufactured Products by Amico receive an 8% discount from the Pocket Nurse® everyday low on-line pricing**
- **Contract Members receive an 8% discount from Pocket Nurse® on products classified as Refurbished equipment**
- **Products manufactured by Laerdal Medical and CAE Healthcare offered by Pocket Nurse® will receive a 7% discount off Pocket Nurse® Retail Price**
- **Exception items will receive a 5% discount from the Pocket Nurse® everyday low, on-line pricing**
- **Customized Product lines will receive the discount structure listed below off Manufacturer List Price**
  - **Laerdal High Fidelity Simulators ½%**
  - **CAE High Fidelity Simulators 2% New for the 2024 Contract**
  - **Customized Cubicle Track Curtain Packages 2%**
  - **Custom Recording and Debriefing Solutions 2%**



**TAB 2 – PRODUCTS/PRICING (CONT.)**

- Custom Pharmacy, Nursing, or Laboratory Casework 2%
  - Custom Design Services 2%
  - Medical Skills Supply Kits (Totes) 3%
  - Custom Omnicell Automated Dispensing Cabinets 2%
- Subscriptions, on-site and web-based product education or training, preventative maintenance, extended warranties, replacement parts, special delivery service, set up and installation are not discountable under the contract

iv. Describe any shipping charges.

**Response:**

- Parcel type first (1<sup>st</sup>) floor deliveries via FedEx Ground will incur a \$20.00 flat rate shipping charge on orders of any size
- All third (3<sup>rd</sup>) party freight (LTL) deliveries will have freight calculated at time of order entry and be based upon the quantity, weight, and distance to include but not limited to large equipment and furniture

v. Provide pricing for warranties on all products and services.

**Response:**

**Standard Manufacturer Warranties apply. Some manufacturers offer additional warranties which can be quoted and purchased specific to a product.**

vi. Describe any return and restocking fees.

**Response:**

**Pocket Nurse® typically allows for a 30-day window from the date of delivery for the return of an item. There is a 20% restocking fee on all returned merchandise to cover the cost of handling and processing, and you are responsible for the shipping cost to return your product to Pocket Nurse®.**

**Please see Pocket Nurse's Returns Policy and Procedures enclosed for further information.**



**TAB 2 – PRODUCTS/PRICING (CONT.)**

vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

**Response:**

**Pocket Nurse is not only willing to offer but strongly encourages customers to request large volume order discounts and one-time opportunity discounts to offer the best competitive pricing available.**

viii. Describe how customers verify they are receiving Contract pricing.

**Response:**

**Members/Customers will be able to view a product's on-line price by visiting the Pocket Nurse public website which requires no log-in or password. They can then compare this price to their contract price which will be found on the Pocket Nurse password protected website.**

ix. Describe payment methods offered.

**Upon customer receipt of a Pocket Nurse invoice, payment terms are Net 30 and payable via check sent to:**

**Pocket Nurse, PO Box 644898, Pittsburgh, PA 15264 with payment notification sent to Email: [accounting@pocketnurse.com](mailto:accounting@pocketnurse.com)**

**OR**

**ACH payment methods may be set up and payments processed through ACH payment method. ACH payment form completion to be completed and provided upon customer request.**



**TAB 2 – PRODUCTS/PRICING (CONT.)**

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

**Response:**

**Pocket Nurse is offering a catalog contract with fixed % discounts. The discounts % will not change over the term of the contract.**

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

**Response:**

**Any future products that are introduced will follow the current discount/pricing structure as listed on the enclosed Bid Response Discount Structure Letter.**

xii. Provide any additional information relevant to this section.

1. RFP Document – Pages 9 and 10 – Section 23. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested. **Provide the maximum number of samples an Offeror is willing to provide, or a dollar amount worth of samples, in your response.**

**Response:**

Unless otherwise agreed upon between Pocket Nurse® and its customer, Pocket Nurse® may provide samples of its disposable products upon request with a maximum of ten (10) samples or not to exceed a dollar amount of \$100.00 per customer.



## Pocket Nurse® Response: Solicitation Number 23-07

Pocket Nurse® is happy to provide and commit to the following “not to exceed” pricing methodology. Additionally, Pocket Nurse® is not only willing to offer, but strongly encourages OMNIA Partners members to request price match and bulk purchase prices.

- Contract Members receive a 17% discount from the Pocket Nurse® everyday low, on-line price for the majority of our product offering of over 3,000+ skus from our Healthcare Simulation and Medical education product portfolio.
- Manufactured Products by Amico receive an 8% discount from the Pocket Nurse® everyday low on-line pricing
- Contract Members receive an 8% discount from Pocket Nurse® on products classified as Refurbished equipment
- Products manufactured by Laerdal Medical and CAE Healthcare offered by Pocket Nurse® will receive a 7% discount off Pocket Nurse® Retail Price
- Exception items will receive a 5% discount from the Pocket Nurse® everyday low, on-line pricing
- Customized Product lines will receive the discount structure listed below off Manufacturer List Price
  - Laerdal High Fidelity Simulators ½%
  - CAE High Fidelity Simulators 2% *New for the 2024 Contract*
  - Customized Cubicle Track Curtain Packages 2%
  - Custom Recording and Debriefing Solutions 2%
  - Custom Pharmacy, Nursing, or Laboratory Casework 2%
  - Custom Design Services 2%
  - Medical Skills Supply Kits (Totes) 3%
  - Custom Omnicell Automated Dispensing Cabinets 2%
- Subscriptions, on-site and web-based product education or training, preventative maintenance, extended warranties, replacement parts, special delivery service, set up and installation are not discountable under the contract
- The current Bid Pricing Discount Offered for Pocket Nurse® Products will remain firm throughout the life of the bid contract, with a potential renewal period of two years, subject to agreement by OMNIA Partners and the Pocket Nurse® organization





# Pocket Nurse®

Simulation & Education Supplies

[www.PocketNurse.com](http://www.PocketNurse.com)

1-800-225-1600

610 Frankfort Rd. Monaca PA 15061

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- Parcel type first (1<sup>st</sup>) floor deliveries via FedEx Ground will incur a \$20.00 flat rate shipping charge on orders of any size
- All third (3<sup>rd</sup>) party freight (LTL) deliveries will have freight calculated at time of order entry and be based upon the quantity, weight, and distance to include but not limited to large equipment and furniture
- Pocket Nurse® is not only willing to offer but strongly encourages customers to request large volume order discounts and one-time opportunity discounts to offer the best competitive pricing available
- Purchase Orders can be submitted to [cs@pocketnurse.com](mailto:cs@pocketnurse.com) and our expertly trained Customer Service Representatives will assist with order placement and any customer questions that may arise. This method provides easy ordering service

Sincerely,

Aaron Vicari

Vice President of Sales Operations

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610 Frankfort Road  
Monaca, PA 15061  
[www.pocketnurse.com](http://www.pocketnurse.com)

Phone: 1.800.225.1600  
Fax: 1.800.763.0237  
[sales@pocketnurse.com](mailto:sales@pocketnurse.com)



## **TAB 3 – PERFORMANCE CAPABILITY**

### **IV. EVALUATION PROCESS AND CRITERIA**

#### **b) Performance Capability**

i. 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.

#### **Response:**

**In 1992, Pocket Nurse® sold a single product – the Pocket Nurse® pocket organizer that included bandage scissors, a hemostat, an integrated penlight, and an engraved nameplate. The Pocket Nurse® was a success, but owner Anthony Battaglia, MS, BSN, RN, had a vision to help health educators in their instructional efforts. In the years following, we've made it our mission to meet those needs, even when it means developing entirely original products. Our vision is to improve educational experiences and outcomes by providing simulation and medical education supply solutions. For over 30 years, we remain committed to our mission of meeting those needs and developing original products.**

**Pocket Nurse has operated for thirty (30) years at its corporate headquarters and only location at 610 Frankfort Road, Monaca, Pennsylvania 15061. Featuring products carefully curated by our staff of Registered Nurses, Pocket Nurse® serves the classroom and simulation laboratory needs of instructors across many healthcare curricula. Pocket Nurse® educational products are well-suited to disciplines such as nursing education, EMS training, pharmacy tech, physical therapy, and other allied healthcare specialties. Product categories include Totes (simulation supply bags), Diagnostic Equipment, Infection Control, Medical Furniture, Patient Care, Pharmacy and Laboratory Supplies (including Demo Dose® simulated medications), Respiratory, Surgical, Media, Educational Models, Simulators, Manikins and Task Trainers, Obstetrics and Pediatrics, Moulage, and Student Accessories. In addition, Pocket Nurse® provides cutting edge web-based simulation tools that are well suited to both classroom and remote learning.**



### **TAB 3 – PERFORMANCE CAPABILITY (CONT.)**

**Pocket Nurse’s specialized sales team is led by Aaron Vicari, Vice President of Sales Operations, and Amy Hallstein, Sales Manager. Aaron and Amy possess over 40 years of combined healthcare education and simulation industry experience.**

**The Pocket Nurse® sales and customer service teams together consist of over 20 dedicated members that are more than just representatives; they are simulation experts, product specialists, experienced Registered Nurses, and Nurse Educators. Each sales region is managed by a Regional Territory Manager who leads each sales team of Account Managers and Account Representatives.**

**Pocket Nurse’s team of experts offers comprehensive pre- and post-sale support to every customer. Uniquely qualified as a complete single-source provider, Pocket Nurse® offers thousands of healthcare education products backed by exceptional customer service. Most products are available in smaller quantities, tailored to suit the needs and varied budgets of a wide range of programs and healthcare educators at the primary/secondary education (K-12) and postsecondary education levels.**

**At Pocket Nurse®, continuing education is vital to the development of its team members and maintaining its high standard of customer service. Taught by Nurse Educators, ongoing classes provide extensive product knowledge training to the sales, customer service, and marketing teams, keeping members current with both existing product updates and new technology. In addition, all sales and customer service team members are required to successfully complete Pocket Nurse® University, which features an in-depth simulation- oriented curriculum.**

**Pocket Nurse offers Over 5,600 of catalog items which are shipped directly from Pocket Nurse Distribution Center and other manufacture facilities nationwide. Our 81,878 square foot Distribution Center is located in Monaca, Pa. A majority of the Pocket Nurse product offering are subject to standard FedEx ground delivery with a subset of product that must be delivered via third party freight carrier. Some capital equipment will also require inside delivery, installation, and demonstration.**



**TAB 3 – PERFORMANCE CAPABILITY (CONT.)**

**Pocket Nurse currently tracks all OMNIA Partners volumes on its current contract. If awarded the new contract, Pocket Nurse plans on using the same type of volume tracking/reporting which has helped to make the current OMNIA Partners contract successful. All of our OMNIA Partners reporting will be saved and sent on a monthly basis.**

ii. 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.

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

iv. Describe how Offeror responds to emergency orders.

**Response:**

**Pocket Nurse categorizes its offering of over 5,600 items 2 ways.**

**1. Stocked Items (items always stocked within our Pocket Nurse Distribution Center)**

**Provided that the item classification is a “Stocked Item”, and depending on the geographic location of the customer, there are several ways in which emergency orders can be handled. Provided the order is placed before 3:00pm EST, the product can be delivered the same day or, in most cases, would be delivered via FedEx Next Day or FedEx Next Day 7 A.M. Delivery.**

**2. Vendor Direct Items: Items that ship directly from our Manufacturers**

**Vendor Direct Items can still be considered an “emergency order” but the lead times could be longer depending on the inventory levels and what method of shipment is chosen for larger freight type items.**



**TAB 3 – PERFORMANCE CAPABILITY (CONT.)**

v. What is Offeror's average Fill Rate?

**Response:**

**Pocket Nurse's current fill rate is 97% or greater across the (current average of 3,500) stock items.**

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

**Response:**

**Pocket Nurse's targeted goal is to ship all orders within 48 hours. Currently in 2023, we have achieved a 98 percent success rate and take pride in maintaining and striving to improve this successful number.**

vii. Describe Offeror's return and restocking policy.

**Response:**

**Should an eligible return need processed, please contact Pocket Nurse's at 1-800-225-1600 between 8 a.m. and 6 p.m. EST within 30 days of receiving the product to secure an RMA. Once an RMA number is assigned it must be written on the shipping label to identify your return. Full instructions and details, including our restocking fee of 20% on all returned goods, can be found in our Pocket Nurse Returns Policy provided with this bid and available at [www.pocketnurse.com](http://www.pocketnurse.com).**

viii. Describe Offeror's ability to meet service and warranty needs.

**Response:**

**Warranty information for Pocket Nurse is located in the Additional Documents section. Applicable to Pocket Nurse, Return Policy & Procedures. Pocket Nurse product offerings are subject to the manufacturer's warranty terms and conditions, which are usually provided in the catalog and on the web ecommerce site. If a customer requests warranty information, it is provided at any time. All standard manufacture warranties apply to each purchase and can be provided upon request. Service requests are forwarded to the manufacturer, with Pocket Nurse being sure to follow-up with the customer to ensure satisfaction.**



**TAB 3 – PERFORMANCE CAPABILITY (CONT.)**

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

**Response:**

The Pocket Nurse Customer Service Team is comprised of six (6) Full Time Customer Service Representatives and two (2) Data Entry team members. Members receive online support from our Customer Service Team with account login or may call 800-225-1600 to speak with a Customer Service Team Member. Customer service representatives are available Monday through Friday by phone or email from 8 AM to 6 PM EST and can be reached by the following ways:

- Phone: (800) 225-1600
- Email: [cs@pocketnurse.com](mailto:cs@pocketnurse.com)
- Website: [www.pocketnurse.com](http://www.pocketnurse.com)

Website access is available 24/7 to review pricing and place online orders. For website access to be secure, customers must initially contact the Pocket Nurse Customer Service Department to establish and receive an account username and password.

**TAB 3 – PERFORMANCE CAPABILITY (CONT.)**

At Pocket Nurse, customer service problem resolution is extremely important. The Pocket Nurse complaint resolution process begins with notification or discovery of the problem. The problem is then documented and reported to the appropriate department for resolution. If the issue is related to an order, supporting documentation within our order management system is keyed and viewed by management.

If the issue can be resolved on the initial call, the appropriate department or team member will reach out to the Member within the promised response time. If an issue cannot be resolved by our customer service department the issue will be escalated to the Customer Service Manager for review, analysis, and customer follow-up.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.



**TAB 3 – PERFORMANCE CAPABILITY (CONT.)**

**RESPONSE:**

Invoices are generated once an order is placed and considered to be shipped. All invoices will either be sent to the Member via email or USPS mail depending upon the Member requirement. Upon Member's receipt of a Pocket Nurse invoice, payment terms are Net 30.

**Payment Options:**

- Check sent to: Pocket Nurse, PO Box 644898, Pittsburgh, PA 15264 with payment notification sent to Email: [accounting@pocketnurse.com](mailto:accounting@pocketnurse.com).
- ACH payment methods may be set up and payments processed through ACH payment method. ACH payment form completion to be completed and provided upon customer request.
- Credit cards and/or p-cards are accepted with a 3% surcharge.

xi. Describe Offeror's contract implementation/customer transition plan.

**Response:**

The Pocket Nurse plan for marketing to existing customers will remain consistent as we will utilize a variety of vehicles to get this messaging in front of decision-makers and end-users at our current client base. Graphic email campaigns, marketing flyers, material drops at tradeshow/site visits a micro-site and aggressive call campaigns are a few of the ways in which we intend to spread the word.

xii. Describe the financial condition of Offeror.

**Response:**

Annual Sales for the three previous fiscal years are as follows:

2020 Annual Sales:	\$59,656,000
2021 Annual Sales:	\$73,104,000
2022 Annual Sales:	\$80,200,000



**TAB 3 – PERFORMANCE CAPABILITY (CONT.)**

**Pocket Nurse Enterprises, Inc. was established in the state of Pennsylvania in 1992 which has grown into an industry leader, remaining the only nurse-owned and nurse operated company in the industry. Pocket Nurse® is a supply chain provider able to fulfill the purchasing habits of educators and trainers, while offering unparalleled pre- and post-sale consultation and support. No other company provides a more complete single-source solution. Pocket Nurse® manufactures and distributes medical supplies, furniture, and equipment for healthcare education worldwide. Corporate headquarters and distribution center is located at 610 Frankfort Road, Monaca, PA 15061-2218. Pocket Nurse® carries \$5M in product liability insurance with an additional \$5M umbrella policy. Our Bank Letter is included with this bid submittal.**

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

**Response:**

The link to Pocket Nurse's website is [www.pocketnurse.com](http://www.pocketnurse.com). Our current website provides a robust design with updated search and quote function capabilities. Our website can support and integrate into a Punchout Site for any customer who meets the annual sales revenue requirements.

xiv. Describe the Offeror's safety record.

**Response:**

**Pocket Nurse is committed to the safety of all its individuals in the workplace and follows both external and internal regulations, policies and practices governing injury and accident prevention and safety. Pocket Nurse has a Certified Pennsylvania Workplace Safety Committee consisting of employer and employee representatives that meet monthly to continue developing,**

**maintaining, and improving safety programs. The Pocket Nurse leadership team and the Safety Committee are also involved in frequent safety inspections and investigations, offers initial and ongoing safety-related education to all employees, and works with outside consultants on improving safety and ergonomics-related initiatives. Pocket Nurse's**





**TAB 3 – PERFORMANCE CAPABILITY (CONT.)**

**proactive approach and employee involvement has resulted in its low accident and injury record. We are committed to continuous improvement.**

xv. Provide any additional information relevant to this section.

**Response:**

**Pocket Nurse® has grown into an industry leader, remaining the only nurse-owned and nurse-operated company in the industry. As a company that understands and recognizes the unique needs of its market – specifically healthcare educators – Pocket Nurse® enjoys a high level of customer loyalty. Pocket Nurse® is a supply chain provider able to fulfill the purchasing habits of educators and trainers, while offering unparalleled pre- and post-sale consultation and support. No other company provides a more complete single-source solution.**

## Appendix D



### **Requirements for National Cooperative Contract to Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

**Exhibit A**  
**Response for National Cooperative Contract**

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**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

Region 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Chemistry, Biology, Physics and Anatomy Instructional Supplies and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including 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"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$60M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long

as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, 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.

## **3.0 SUPPLIER RESPONSE**

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

### **3.1 Company**

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
  - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. 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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. Minority Women Business Enterprise  
 Yes     No  
 If yes, list certifying agency: \_\_\_\_\_
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
 Yes     No  
 If yes, list certifying agency: \_\_\_\_\_
- c. Historically Underutilized Business (HUB)  
 Yes     No  
 If yes, list certifying agency: \_\_\_\_\_
- d. Historically Underutilized Business Zone Enterprise (HUBZone)  
 Yes     No  
 If yes, list certifying agency: \_\_\_\_\_
- e. Other recognized diversity certificate holder  
 Yes     No

If yes, list certifying agency: The National LGBT Chamber of Commerce

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- 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.
- L. Describe any debarment or suspension actions taken against supplier

### 3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- 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.



- C. Describe how Participating Agencies are ensured 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.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### **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
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- 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 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 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.
  - 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 internet web-based homepage on Supplier's website with:
    - OMNIA Partners 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' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- 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. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive
- 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
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts

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

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.

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

I. 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.

J. 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.

K. 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.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$34,000,000.00 in year one

\$37,000,000.00 in year two

\$40,000,000.00 in year three

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

M. 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).
- 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 under the Master Agreement.
- 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).
- 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.

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



## **TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

### **Exhibit A – Response for National Cooperative Contract**

#### **3.0 SUPPLIER RESPONSE**

##### **3.1 Company**

**Response: Pocket Nurse**

##### **3.1 A. Brief history and description**

**Response:**

**In 1992, Pocket Nurse® sold a single product – the Pocket Nurse® pocket organizer that included bandage scissors, a hemostat, an integrated penlight, and an engraved nameplate. The Pocket Nurse® was a success, but owner Anthony Battaglia, MS, BSN, RN, had a vision to help health educators in their instructional efforts. In the years following, we’ve made it our mission to meet those needs, even when it means developing entirely original products. Our vision is to improve educational experiences and outcomes by providing simulation and medical education supply solutions. For over 30 years, we remain committed to our mission of meeting those needs and developing original products.**

**With over 30 years’ worth of experience, Pocket Nurse® improves educational experiences and outcomes by providing more than 5,600 simulation and healthcare supply solutions while evolving with industry needs. We offer comprehensive simulation and educational medical supplies for allied healthcare education programs – this includes nursing, pharmacy, EMS, medical assistant, surgical technology, radiologic technology, respiratory therapy, patient care tech, and more.**

##### **3.1 B. Total number and location of salespersons employed by Supplier.**

**Response:**

**Pocket Nurse’s specialized sales team led by Aaron Vicari, Vice President of Sales Operations, and Amy Hallstein, Sales Manager is located at its corporate headquarters at 610 Frankfort Road, Monaca, Pennsylvania 15061.**



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

**Aaron and Amy possess over 40 years of combined healthcare education and simulation industry experience.**

**The Pocket Nurse® sales and customer service teams together consist of over 20 dedicated members that are more than just representatives; they are simulation experts, product specialists, experienced Registered Nurses, and Nurse Educators. Each sales region is managed by a Regional Territory Manager who leads each sales team of Account Managers and Account Representatives.**

3.1 C. Number and location of support centers/corporate office.

**Pocket Nurse’s corporate headquarters and its distribution center are located at 610 Frankfort Road, Monaca, Pennsylvania 15061; Phone: 800-225-1600; Fax: 800-763-0237; website: [www.pocketnurse.com](http://www.pocketnurse.com)**

3.1 D. Annual sales for three previous fiscal years.

**Response:**

<b>2020 Annual Sales:</b>	<b>\$59,656,000</b>
<b>2021 Annual Sales:</b>	<b>\$73,104,000</b>
<b>2022 Annual Sales:</b>	<b>\$80,200,000</b>

3.1 D. a. Submit FEIN and Dunn & Bradstreet report.\*

**Response:**

**FEIN: 25-1763055  
Dunn and Bradstreet: 80-574-2434**

**\*Pocket Nurse utilizes Experian reporting. Please see Tab 12 Additional Documents for the Pocket Nurse Experian Report and the Pocket Nurse W9, providing Pocket Nurse’s FEIN.**

3.1 E. Describe any green or environmental initiatives or policies.



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

**Response:**

In 2012 Pocket Nurse® moved into its state-of-the-art, environmentally friendly, 122,206- square-foot facility. The Distribution Center (81,878 square feet) and Office Complex (40,328 square feet) are 100 percent sustained by geothermal heating and co-boiling.

Pocket Nurse achieved Green Globe status on May 19, 2014 by receiving a score of 657 out of 939 available points (70%). This is equivalent to Three Green Globes. Our goal each year is to work towards the areas we can improve upon until we reach Four Green Globes and maintain that standard.

\* Please see Attachment - Additional Documents Applicable to Pocket Nurse for the Pocket Nurse Corporate Overview which shows our facility and The Green Building Initiative certificate.

F. 3.1 F. 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. If applicable, provide a list and certification.

**Response:**

Pocket Nurse is proud to be an Equal Opportunity Employer. It is the policy of Pocket Nurse to provide equal employment opportunity (EEO) to all persons and prohibit discrimination against qualified individuals based on their race, color, religion, sex, sexual orientation, gender identity and/or expression, marital status, genetic information, age, national origin, disability, veteran status, or any other characteristic protected by federal, state, or local law. Moreover, Pocket Nurse takes affirmative action to employ and advance in employment minorities, women, protected veterans, and individuals with disabilities.

Pocket Nurse partners with many entities both locally and State wide to enhance our diverse hiring and employment practices including PA Office of Vocational Rehabilitation (PAOVR), PA Career Link, Citizen Care, Inc. and Beaver County Rehabilitation Center (BCRC) to cite a few.

3.1 G. Indicate if supplier holds any certifications in any classified areas.



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

**Response:**

**Pocket Nurse® is a Certified LGBT Business Enterprise (LGBTBE) recognized by The National LGBT Chamber of Commerce. Our current certificate expires January 31, 2024, and is in the renewal process. Certificate #10697 is attached in Additional Documents.**

3.1 H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold.

**Response:**

**Pocket Nurse® does not currently utilize affiliates or subcontractors.**

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

**Response:**

**Unlike our competitors, Pocket Nurse® is owned and actively managed by a Registered Nurse and simulation industry pioneer (company founder Anthony Battaglia, MS, BSN, RN) with a background in intensive care nursing. In addition, Pocket Nurse® employs a team of in-house Nurse Educators that curates the company's continually expanding product offering (over 5,600 products) and influences internal training, sales, customer service, and marketing.**

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

**Response:**

**Pocket Nurse® is not currently or in the past involved in litigation, bankruptcy or reorganization.**

3.1 K. Felony Conviction Notice: Indicate if the supplier:

**Response:**

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





**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

3.1 L. Describe any debarment or suspension actions taken against supplier.

**Response:**

**Neither debarment nor suspension actions have been taken against Pocket Nurse®.**

3.2 Distribution, Logistics

**Response:**

**A-D:**

**Pocket Nurse distributes and manufactures medical supplies for education and simulation. The following product categories can be found online at [www.pocketnurse.com](http://www.pocketnurse.com) and in our printed catalogs. Each category contains products that are covered under manufacturer warranty and subject to the terms and conditions thereof. Our company's website, [www.pocketnurse.com](http://www.pocketnurse.com), provides detailed descriptions and online ordering for its many products.**

- **Totes – Simulation Supply Kits (Customizable)**
- **Student Accessories**
- **Diagnostic Equipment**
- **Infection Control**
- **Furniture**
- **Patient Care**
- **Pharmacy & Laboratory including Demo Dose® simulated medication**
- **Medication Management**
- **Respiratory**
- **Surgical**
- **Media**
- **Educational Models**
- **Simulators & Manikins**
- **Obstetrics & Pediatrics**
- **Moulage**
- **Design Services; Construction & Renovation Planning for Healthcare Education**
- **Patient Care Manikins & Simulators**



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

- Mid and High Fidelity Simulators for Nursing, Emergency Care, & OB/Pediatrics
- Virtual Patient Simulation
- Simulation Debriefing Solutions
- Task and Procedure Trainers
- CPR Manikins and Trainers
- Respiratory / Ventilation and AED Training Equipment
- Auscultation Trainers
- Patient Simulators
- Simulation Audio / Visual Components
- Ventilation Management Training Equipment
  
- CPR Manikins – Adult, Child, and Infant
- Resuscitation Training Products
- Ultrasound Simulation
- AED Trainers
- CPR Education Kits
- Emergency Care & Trauma Simulation and Training
- Nursing & Patient Care Simulation and Task Trainers
- Birthing Manikins and Simulators
- Virtual eLearning for CPR & Nursing
- Barrier Devices for CPR Training
- Injury and Training Modules
- Full Range of Services for Simulation Portfolio
- Full Range of Education for Simulation Portfolio

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

**Response:**

**Pocket Nurse's utilizes one distribution facility and warehouse located at 610 Frankfort Road, Monaca, Pennsylvania 15061. There is no retail location.**



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

In 2012 Pocket Nurse® moved into its state-of-the-art, environmentally friendly, 122,206- square-foot facility. In the fall of 2019, the new wing of the DC was opened. The additional 12,000-square-foot wing is for Totes production and other manufacturing processes.

**3.3 Marketing and Sales**

3.3 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

**RESPONSE:**

**10 Days: Executive team will announce our intended award in the following ways:**

- **Town Hall Meetings**
- **Company intranet**
- **Monthly Sales and Marketing Meeting**

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

**RESPONSE:**

**30 Days:**

- **Announcement on homepage/landing page**
- **Co-branded marketing collateral**

**60 Days:**

- **Digital targeted email**
- **Digital email announcements**

**90 Days:**

- **Distribute co-branded marketing materials at 1-3 tradeshow**



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

Upon award of an OMNIA contract, the table below details the Pocket Nurse Marketing Strategy plan timeline to inform OMNIA Cooperative members of Pocket Nurse participation.

	Within 30 days	Within 60 days	Within 90 days
Digital targeted Email		X	
Co-branded marketing collateral	X		
Digital Email announcements		X	
Announcement on homepage/landing page	X		
Distribute co-branded marketing materials at 1-3 Tradeshows			X

3.3 B. i.-viii.

**Response:**

The majority of the Pocket Nurse customer base is made up entirely of public entities (higher education, K12, Vo-Tech, Community Colleges and Universities). As such, we would demonstrate the virtues of cooperative purchasing in the form of highly competitive and volume-based pricing, reduced administrative burden, and the additional services the cooperative provides its members. The message would be, "Save time, money and effort on Pocket Nurse products while enjoying the same benefits across OMNIA's robust stable of diverse vendors needed by public agencies like yours."

The Pocket Nurse plan for marketing to existing customers will remain consistent in its messaging as described above. We will utilize a variety of vehicles to get this messaging in front of decision-makers and end-users at our current client base. Email campaigns, marketing flyers, material drops at tradeshows/site visits a micro-site and aggressive call campaigns are a few of the ways in which we intend to spread the word. OMNIA will be one of the lead offerings in all customer interactions as it will not only benefit the customer/member greatly, but the gain in administrative efficiency the program will afford Pocket Nurse will



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

**drastically offset any degradation of top line revenue the change from the customer's current pricing to the Pocket Nurse/OMNIA offering could potentially bring. Further, we anticipate growth across our considerable number of customers not currently utilizing Pocket Nurse for 100% of its education and simulation needs.**

**Detailed ninety (90) day plan describing how the contract will be implemented within Pocket Nurse:**

**The primary goal of the first 90 days is to educate Pocket Nurse employees while engaging as many Pocket Nurse/OMNIA contacts as possible with the purpose of growing both organizations' top line business rapidly - and with minimal effort on behalf of the OMNIA team.**

**FIRST 30 DAYS: Educate and Create:**

- 1. Educate Entire Organization (see detailed training plan)**
  - a) Sales**
  - b) Marketing**
  - c) Customer Service**
  - d) Compliance**
  - e) Supply Chain**
  - f) Distribution Center**
- 2. Develop Target Lists**
  - a) Combination of Pocket Nurse® and OMNIA intelligence**
  - b) Pocket Nurse customers to target**
  - c) OMNIA members (not buying through Pocket Nurse) to target**
  - d) Top 50 list (Top Prospects in terms of Revenue Potential)**
- 3. Develop Call Scripting**
- 4. Develop FAQs**
- 5. Develop Marketing Materials**
- 6. Develop Master Data protocols (account set-up & maintenance) and Compliance Standards (reporting, pricing updates, admin fee payment schedules, etc.)**

**NEXT 30 DAYS: Implement and Launch:**



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

1. **Email campaign to entire customer base**
2. **Announce the partnership and benefits of cooperative purchasing**
3. **Phone Blitzes Discussing the contract offering**
4. **Email Campaign**
5. **Develop Lead System**
  - a) **From OMNIA to Pocket Nurse**
  - b) **From PN to OMNIA**
6. **Establish baselines, reporting metrics and success tracking**
  - a) **Customer conversions (how many current Pocket Nurse Customers would convert to OMNIA?)**
  - b) **New customer additions (how many new customers does Pocket Nurse have as a result of the partnership?)**
  - c) **New members (How many new members did Pocket Nurse help add to OMNIA?)**
  - d) **Contacts Made- overall assessment of Pocket Nurse's proactive efforts**
    - **Sales**
    - **Marketing**

**LAST 30 DAYS: Assess and Evaluate:**

1. **Follow-up Webinar**
  - a. **What is the Pocket Nurse team seeing?**
  - b. **Challenges?**
  - c. **Objections?**
  - d. **Best Practices?**
2. **Next Quarter's focus established**
  - a. **What is the data telling us?**
  - b. **Top Target focus with OMNIA support**

3.3 C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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.



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

**RESPONSE:**

**Pocket Nurse currently holds multiple cooperative contracts, however none of these contracts compare to OMNIA Partners contract which is our largest contract based on gross sales. Our plan is to continue to lead with the Master Agreement by creating awareness of the Agreement through conversations with Public Agency purchasing officials and end users. Pocket Nurse agrees to honor all Public Agency Customers that wish to procure from the Master Agreement.**

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

**RESPONSE:**

**Pocket Nurse will provide its permission for reproduction of the Pocket Nurse Registered logo. Pocket Nurse acknowledges that the use of OMNIA Partners logo will require permission for reproduction.**

3.3 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. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

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

Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

**RESPONSE:**

**Pocket Nurse current sales force has been trained on the current Master Agreement. Pocket Nurse will continue to train its team upon the execution of the new Master Agreement as well. During these trainings, the four points listed above will be addressed by using direct collaboration with the OMNIA Partners team to ensure both organizations work together to bring awareness to the Public Sector regarding the benefits of using Cooperative Contracts.**



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

3.3 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
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

**Response:**

**Pocket Nurse will meet with its Sales Team monthly to maintain its alignment with the Master Agreement and also continue to awareness of the benefits of its use of cooperative contracts.**

3.3 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

**RESPONSE:**

**800-225-1600 may be used to contact any of the following people.**

1. **Executive Support: Aaron Vicari, VP of Sales Operations; phone ext. 3712**  
[vicaria@pocketnurse.com](mailto:vicaria@pocketnurse.com)
- ii. **Marketing: Mia Bywalski, Director of Marketing and Customer Service**  
[mbywalski@pocketnurse.com](mailto:mbywalski@pocketnurse.com)
- iii. **Sales: Aaron Vicari, VP of Sales Operations**  
[vicaria@pocketnurse.com](mailto:vicaria@pocketnurse.com)
- iv. **Sales Support: Ashlee Shirlely, Customer Service Supervisor**  
[ashirley@pocketnurse.com](mailto:ashirley@pocketnurse.com)





**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

- v. **Financial Reporting: Nancy Gilkey, VP of Finance**  
[ngilkey@pocketnurse.com](mailto:ngilkey@pocketnurse.com)
- vi. **Accounts Payable: Lisa McDonald, Senior Accountant**  
[lmcdonald@pocketnurse.com](mailto:lmcdonald@pocketnurse.com)
- vii. **Contracts: Aaron Vicari, VP of Sales Operations**  
[vicaria@pocketnurse.com](mailto:vicaria@pocketnurse.com)

3.3 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.

**Response: Pocket Nurse's specialized sales team, which consists of Regional Territory Managers, Account Managers and Sales Representatives, is led by Aaron Vicari, Vice President of Sales Operations, and Amy Hallstein, Sales Manager. Aaron and Amy possess over 40 years of combined healthcare education and simulation industry experience. In addition to their experience, both have played essential roles in Pocket Nurse securing multiple cooperative contracts throughout the last 20 years. Aaron Vicari may be reached at [vicaria@pocketnurse.com](mailto:vicaria@pocketnurse.com).**

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

I. 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.

**RESPONSE:**

**The Pocket Nurse Sales Team will coordinate with the OMNIA Partners team accordingly to how each person's territory interfaces with the other's states/regions sharing current account spending trends and targeting prospect accounts. Educating both current and potential buyers as to the value of purchasing under the membership will be a collaboration from both**



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

**Pocket Nurse® and OMNIA Partners teams. Continuous communication through joint call engagements, trade show exposure and provide/share resources/collateral gifts having logo/name present etc. will be some key collaborative efforts from both teams. Successes may be measured through additional new and existing account participation reflecting increased annual sales growth.**

**Pocket Nurse Sales and Marketing Teams will meet monthly to continue to coordinate sales and marketing efforts, timely account set-ups, contract administration and any other priorities to successfully manage the overall national program throughout the Master Agreement.**

J. 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.

**RESPONSE:**

**The amount of Pocket Nurse’s public agency sales for the previous fiscal year was \$64,000,000.00. The top 10 public agencies are as follows:**

1. Tallahassee Community College	\$2,760,624.63
2. Florida State University	\$1,124,811.89
3. Dallas College	\$1,087,542.27
4. Wallace Community College	\$1,029,412.90
5. Ivy Tech Community College	\$ 791,759.62
6. West Coast University	\$ 746,174.98
7. Manatee County School District	\$ 687,556.83
8. East Valley Inst. Of Technology	\$ 648,004.34
9. Nashville State community College	\$ 599,609.38
10. Delaware Technical & CC	\$ 545,779.61

K. 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.



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

**RESPONSE:**

Whether you need a hosted catalog or a Punchout catalog, streamline your purchasing process with us.

**Hosted Catalog:**

- Creates an excel file with business-critical product data.
- The file is uploaded to your eProcurement application via your required catalog template.
- Place duplicate orders with less hassle.

**Punchout Catalog:**

- Provides quick and easy purchasing directly from our website.
- Maintain a connection between your eProcurement application and the Pocket Nurse online catalog.

Order from our site and transfer your cart back to your eProcurement system, where you maintain full control over approvals and transmission of Purchase Orders.

We can accommodate several eProcurement systems, including, but not limited to: Ariba, JAGGAER, ESM, Coupa, Perfect Commerce, and Unimarket. Ask us about your system.

Pocket Nurse<sup>®</sup> professional support and service is included.

**HOSTED CATALOG VS. PUNCHOUT CATALOG PDF**

Pocket Nurse's Cooperative Purchasing Programs will help state, county and city funded Pre-K & Elementary Education programs find savings and immediate benefits.

- Contract purchasing completes the bid process for you
- Contract pricing on all products
- Next-day shipping
- 24/7 online ordering
- Knowledgeable customer service

3.3 L. Response is completed in Exhibit A



**TAB 3 – EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT (CONT.)**

3.3 M. 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).
- 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 under the Master Agreement.
- 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).
- 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.  
Detail Supplier's strategies under these options when responding to a solicitation.

**RESPONSE: 3.3 M. i, iii and iv:**

**Our Sales and Marketing plan is to continue to lead with the National IPA Master Agreement by creating awareness of the Agreement to Public Agency purchasing officials, end users and other key people within the organizations. Our direct selling efforts will consist of verbal phone and in person conversations, content marketing emails and placement of the contract as a landing page or under our procurement solutions tab/line. Pocket Nurse agrees to honor all Public Agency Customers that wish to procure from the Master Agreement. Since Pocket Nurse currently has a National IPA contract, our team is already setup to transition customers and implement the reporting required to be compliant under the master agreement.**

**RESPONSE: 3.3 M. ii.:**

**Pocket Nurse is offering a catalog contract with fixed % discounts. The discounts % will not change over the term of the contract.**

**END OF TAB 3 – PERFORMANCE CAPABILITY; IV. EVALUATION PROCESS AND CRITERIA; EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

DOC #9  
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-07

VENDOR/BIDDER: Pocket Nurse Enterprises, LLC

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

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

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

**CHECK THE APPROPRIATE BOX**

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

**OR**

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

**CERTIFICATION**

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

Signature

A handwritten signature in blue ink, appearing to be "A. K.".

10/26/23  
Date

**Exhibit H**  
**Advertising Compliance Requirement**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at <http://www.usa.gov/state-governments> and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

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

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus
- DOC #7 New Jersey Business Registration Certificate
- DOC #8 EEOAA Evidence
- DOC #9 MacBride Principals Form

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

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** Pocket Nurse

**Organization Address:** 610 Frankfort Road, Monaca, PA 15061-2218

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
  - For-Profit Corporation (any type)  Limited Liability Company (LLC)
  - Partnership     Limited Partnership     Limited Liability Partnership (LLP)
  - Other (be specific): \_\_\_\_\_

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Anthony Battaglia	610 Frankfort Road, Monaca, PA 15061
Eric Bordenstein	610 Frankfort Road, Monaca, PA 15061



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

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

**Attach additional sheets if more space is needed. \*NOT PUBLICLY TRADED**


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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Anthony Battaglia	610 Frankfort Road, Monaca, PA 15061
Eric Bordenstein	610 Frankfort Road, Monaca, PA 15061

**Part IV Certification**

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

Full Name (Print):	Aaron Vicari	Title:	VP of Sales Operations
Signature:		Date:	10/26/23

DOC #2

**NON-COLLUSION AFFIDAVIT**

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

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Pennsylvania  
County of Beaver

ss:

I, Aaron Vicari residing in  
Monaca (name of municipality) (name of affiant)

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

I am VP of Operations of the firm of  
(title or position) (name of firm)

Pocket Nurse Enterprises, LLC the bidder making this Proposal for the bid  
entitled Chemistry, Biology, Physics, Anatomy, Instructional Supplies and Services, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any  
agreement, participated in any collusion, or otherwise taken any action in restraint of free,  
competitive bidding in connection with the above named project; and that all statements  
contained in said proposal and in this affidavit are true and correct, and made with full  
knowledge that the Region 4 Education Service Center (ESC) relies upon the truth of  
the statements contained in said Proposal  
(name of contracting unit)

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

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

Subscribed and sworn to

before me this day

[Signature]  
Signature

October 26, 2023  
Aaron Vicari  
(Type or print name of affiant under signature)

Stefanie M Petrella  
Notary public of

My Commission expires 8/23/26

(Seal)

Commonwealth of Pennsylvania - Notary Seal  
Stefanie M. Petrella, Notary Public  
Beaver County  
My commission expires August 23, 2026  
Commission number 1424274  
Member, Pennsylvania Association of Notaries

DOC #3

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

**Company Name:**     Pocket Nurse Enterprises, LLC    

**Street:**     610 Frankfort Road    

**City, State, Zip Code:**     Monaca, PA 15061-2218    

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

**Vendors must submit with proposal:**

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over \$50,000 Total Project Cost:**


- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

    10/26/23    

**Date**

**Authorized Signature and Title**

  
VP of Sales Operations

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

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

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

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

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

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

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

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

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

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



Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

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

**Part I – Vendor Information**

Vendor Name:	Pocket Nurse Enterprises, LLC		
Address:	610 Frankfort Road		
City:	Monaca	State:	PA      Zip: 15061-2218

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

	Aaron Vicari	VP of Sales Operations
Signature	Printed Name	Title

**Part II – Contribution Disclosure**

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A - Pocket Nurse does not make political contributions.			\$ N/A

Check here if the information is continued on subsequent page(s)



DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM  
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-  
BASED, CUSTOMIZABLE FORM.**

N/A - Pocket Nurse does not have a Nexus in the state of New Jersey, is incorporated and located in the state of Pennsylvania, and does not make political contributions.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

- [ ] Partnership [ ] Corporation [ ] Sole Proprietorship
[ ] Limited Partnership [X] Limited Liability Corporation [ ] Limited Liability Partnership
[ ] Subchapter S Corporation

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

Stockholders:

Table with 2 columns and 3 rows for stockholder information. Row 1: Anthony Battaglia, Eric Bordenstein. Row 2: N/A, N/A. Row 3: N/A, N/A.

Subscribed and sworn before me this 26 day of October, 23. Stefanie M. Petrella (Notary Public) My Commission expires: 8/23/26
Commonwealth of Pennsylvania - Notary Seal Stefanie M. Petrella, Notary Public Beaver County My commission expires August 23, 2026 Commission number 1424274 Member, Pennsylvania Association of Notaries
Aaron Vicari, VP of Sales Operations (Affiant) (Print name & title of affiant) (Corporate Seal)

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS**  
**N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

*OR*

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities \_\_\_\_\_

Relationship to Vendor/ Bidder \_\_\_\_\_

Description of Activities \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Engagement \_\_\_\_\_

Anticipated Cessation Date \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

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

Aaron Vicari  
*Printed Name of Authorized Agent*

  
*Signature of Authorized Agent*

VP of Sales Operations

*Title*

10/26/23

*Date*

Pocket Nurse Enterprises, LLC

*Company Name*

DOC #7

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

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

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** POCKET NURSE ENTERPRISES INC  
**Trade Name:** POCKET NURSE  
**Address:** 610 FRANKFORT RD.  
MONACA, PA 15061  
**Certificate Number:** 0101208  
**Effective Date:** October 03, 2001  
**Date of Issuance:** March 01, 2018

**For Office Use Only:**  
**20180301111817398**

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

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

**One** of the following must be included with submission:

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

See the guidelines at:  
[https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/guidelines/pa.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf)  
for further information.

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

Name: Aaron Vicari Title: VP of Sales Operations

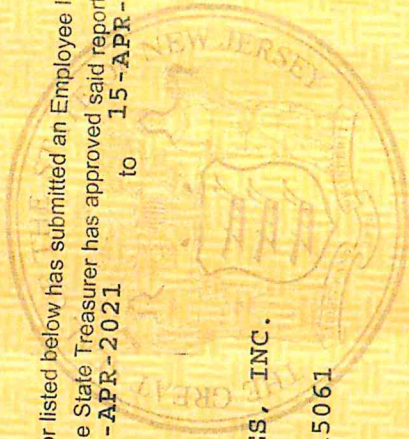
Signature:  Date: 10/26/23

Certification 30611

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2021** to **15-APR-2024**

POCKET NURSE ENTERPRISES, INC.  
610 FRANKFORT ROAD  
MONACA PA 15061



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO  
State Treasurer

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

### **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 the Participating Public Agency 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 and 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), must be rejected and cannot receive contract awards at any level.

### **Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.



- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

#### **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.

#### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

#### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, 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. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and

must provide for sanctions and penalties as appropriate.

#### 1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

#### 1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

### 2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal

program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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 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 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.

**(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 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.

**(7)** 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 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 portion of the sentence immediately preceding paragraph (1) and 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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. 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 29 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act 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.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. 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.
  - ii. Additionally, pursuant to 29 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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.
  - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must 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). 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.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.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.

- c. 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.”

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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). 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

### 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 (b)(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 (b)(1) of this section, in the sum of

\$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. 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).
- b. Applicability. This requirement applies to “funding agreements,” but it 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.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) 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.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts 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).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

#### 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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.

## **9. DEBARMENT AND SUSPENSION**

- a. Standard. 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).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. 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 2 C.F.R. § 200.213. 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](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. 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 subrecipients.
  - iii. 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. Suggested Language. 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’s 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 the Participating Public Agency. 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 the Participating Public Agency, 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.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

### 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 who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

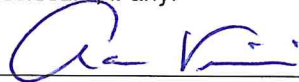
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 section 1352, title 31, U.S. Code. 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, Pocket Nurse Enterprises, LLC 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Aaron Vicari, VP of Sales Operations

Name and Title of Contractor's Authorized Official

10/26/23

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. 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. Suggested Language.
  - i. 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—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

## 13. ACCESS TO RECORDS

Version July 6, 2023

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

- i. The Contractor agrees to provide Participating Public Agency, 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.
- ii. 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.
- iii. 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.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 14. CHANGES

- a. Standard. 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.
- b. Applicability. 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.

#### 15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "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.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. 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. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and

apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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

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

Offeror's Name: Pocket Nurse Enterprises, LLC

Address, City, State, and Zip Code:

610 Frankfort Road, Monaca, PA 15061-2218

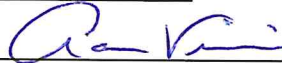
Phone Number: 800-225-1600 Fax Number: 800-763-0237

Printed Name and Title of Authorized Representative:

Aaron Vicari, VP of Sales Operations

Email Address: vicaria@pocketnurse.com

Signature of Authorized Representative: \_\_\_\_\_



Date: 10/26/23



**Exhibit F**  
**Federal Funds Certifications**

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

Version June 28, 2023

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*(b) Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

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**APPENDIX II TO 2 CFR PART 200**

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

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

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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

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

Does offeror agree to abide by the above? YES AV Initials of Authorized Representative of offeror

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

acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



Does offeror agree? YES AV Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -  
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

**Certificate of Non-Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -  
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

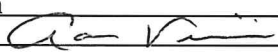
**Certificate of Non-Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

Does offeror agree? YES AV Initials of Authorized Representative of offeror

Offeror's Name: Pocket Nurse Enterprises, LLC  
Address, City, State, and Zip Code: 610 Frankfort Road  
Phone Number: 800-225-1600  
Fax Number: 800-763-0237

Printed Name and Title of Authorized Representative: Aaron Vicari, VP of Sales Operations  
Email Address: vicaria@pocketnurse.com  
Signature of Authorized Representative:   
Date: 10/26/23

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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

Does offeror agree? YES AV Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES AV Initials of Authorized Representative of offeror

**COMMUNITY DEVELOPMENT BLOCK GRANTS**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES AV Initials of Authorized Representative of offeror

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

Offeror's Name:

Pocket Nurse Enterprises, LLC

Address, City, State, and Zip Code:

610 Frankfort Road, Monaca, PA 15061-2218

Phone Number: 800-225-1600

Fax Number: 800-763-0237

Printed Name and Title of Authorized Representative:

Aaron Vicari

Email Address:

vicaria@pocketnurse.com

Signature of Authorized Representative: 

Date: 10/26/23



**Tab 4 – Qualification and Experience (cont.)**

**a. REFERENCES**

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

**RESPONSE:**

**\*Products/Services purchased – Medical Supplies for Education and Simulation**

**\*Years serviced – 5 or more**

<u>References:</u>	<u>2022 Sales</u>
1. *Del Mar College  Lliana Amaya, Purchasing Assist 101 Baldwin Blvd, Corpus Christi, TX 78404 Ph: (361) 698-1274 Email: <a href="mailto:lamaya3@delmar.edu">lamaya3@delmar.edu</a>	<b>\$178,295.14</b>
2. *Miami Dade College  Antonio Navarro, Director 11011 SW 104th St Miami, FL 33176-3393 Ph: (305) 237-4333 Email: <a href="mailto:anavarr3@mdc.edu">anavarr3@mdc.edu</a>	<b>\$180,021.64</b>
3. *West Coast University  Donna Gualtieri, Purchasing-Buyer II 151 Innovation Drive, Irvine, CA 92617 Ph: (949) 783-4034 Email: <a href="mailto:dGualtieri@westcoastuniversity.edu">dGualtieri@westcoastuniversity.edu</a>	<b>\$746,174.98</b>
4. *Jefferson State Community College  Natasha Grimes, Simulation Supervisor 2601 Carson Rd, Birmingham AL 35215-3098 Ph: (205) 983-5216 Email: <a href="mailto:ngrimes@jeffersonstate.edu">ngrimes@jeffersonstate.edu</a>	<b>\$425,590.78</b>



**Tab 4 – Qualification and Experience (cont.)**

- |   |              |
|---|--------------|
| 5. *Wallace State Community College<br>801 Main Street NW<br>Hanceville, AL 35077-2000<br>Attn: Deborah Hoover<br>Tel: 256-352-8204<br>Email: <a href="mailto:deborah.hoover@wallacestate.edu">deborah.hoover@wallacestate.edu</a>    | \$420,473.26 |
| 6. *Bishop State Community College<br>Adam Merkle, Purchasing Agent<br>351 N Broad St, Mobile AL 36603-5833<br>Ph: (251) 405-7048<br>Email: <a href="mailto:amerkle@bishop.edu">amerkle@bishop.edu</a>                                | \$139,732.19 |
| 7. *South Texas College<br>Anna Saenz, VN Skills Lab Coordinator<br>1101 E. Vermont Avenue<br>McAllen, TX 78503-1734<br>Ph: (956) 872-3056<br>Email: <a href="mailto:arsaenz@southtexascollege.edu">arsaenz@southtexascollege.edu</a> | \$170,199.32 |
| 8. * Sharon Clark<br>(719) 255-4486<br><a href="mailto:sclark4@uccs.edu">sclark4@uccs.edu</a><br>University of Colorado<br>3955 Regent Ctr.<br>University Hall<br>Colorado Springs, CO 80918-7856                                     | \$46,777.26  |
| 7. * Tracy C. Fathi<br>Administrative Assistant to the Director<br>GEORGIA COLLEGE<br>School of Nursing<br>Nursing Administration Suite-Office 233<br>Parks Memorial Building<br>CBX 063  | \$87,927.12  |



**Tab 4 – Qualification and Experience (cont.)**

Milledgeville, GA 31061  
Office: 478-445-5122  
Fax: 478-445-1121  
tracy.fathi@gcsu.edu

9. \* Brandi Beckham

\$157,862.81

Business Coordinator  
Texas Tech University  
3601 4th Stop 6264  
Room 2B 109  
Lubbock, TX 79430  
Phone: 806.743.2763  
Fax: 806.743.2441

viii. Provide any additional information relevant to this section.

**RESPONSE:**

**Pocket Nurse® has grown into an industry leader, remaining the only nurse-owned and nurse-operated company in the industry. As a company that understands and recognizes the unique needs of its market – specifically healthcare educators – Pocket Nurse® enjoys a high level of customer loyalty. Pocket Nurse® is a supply chain provider able to fulfill the purchasing habits of educators and trainers, while offering unparalleled pre- and post-sale consultation and support. No other company provides a more complete single-source solution.**



**Tab 4 – Qualification and Experience**

**IV. EVALUATION PROCESS AND CRITERIA**

**c. Qualification and Experience**

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

**RESPONSE:**

In 1992, Pocket Nurse® sold a single product – the Pocket Nurse® pocket organizer that included bandage scissors, a hemostat, an integrated penlight, and an engraved nameplate. The Pocket Nurse® was a success, but owner Anthony Battaglia, MS, BSN, RN, had a vision to help health educators in their instructional efforts. In the years following, we've made it our mission to meet those needs, even when it means developing entirely original products. Our vision is to improve educational experiences and outcomes by providing simulation and medical education supply solutions. For over 30 years, we remain committed to our mission of meeting those needs and developing original products. Pocket Nurse headquarters and distribution center is located at 610 Frankfort Road, Monaca, Pennsylvania 15061.

ii. Describe Offeror's reputation in the marketplace.

**RESPONSE:**

Pocket Nurse® serves the classroom and simulation laboratory needs of instructors across many healthcare curricula. Pocket Nurse® educational products are well-suited to disciplines such as nursing education, EMS training, pharmacy tech, physical therapy, and other allied healthcare specialties.

iii. Describe Offeror's reputation of products and services in the marketplace.

**RESPONSE:**

Product categories include Totes (simulation supply bags), Diagnostic Equipment, Infection Control, Medical Furniture, Patient Care, Pharmacy and Laboratory Supplies (including Demo Dose® simulated medications), Respiratory, Surgical, Media, Educational Models, Simulators, Manikins and Task Trainers, Obstetrics and Pediatrics, Moulage, and Student Accessories. In addition, Pocket Nurse® provides cutting edge web-based simulation tools that are well suited to both classroom and remote learning.

iv. Describe the experience and qualification of key employees.



**Tab 4 – Qualification and Experience (cont.)**

Pocket Nurse’s specialized sales team is led by Aaron Vicari, Vice President of Sales Operations, and Amy Hallstein, Sales Manager. Aaron and Amy possess over 40 years of combined healthcare education and simulation industry experience.

The Pocket Nurse® sales and customer service teams together consist of over 20 dedicated members that are more than just representatives; they are simulation experts, product specialists, experienced Registered Nurses, and Nurse Educators. Each sales region is managed by a Regional Territory Manager who leads each sales team of Account Managers and Account Representatives.

Pocket Nurse’s team of experts offers comprehensive pre- and post-sale support to every customer. Uniquely qualified as a complete single-source provider, Pocket Nurse® offers thousands of healthcare education products backed by exceptional customer service. Most products are available in smaller quantities, tailored to suit the needs and varied budgets of a wide range of programs and healthcare educators at the primary/secondary education (K-12) and postsecondary education levels.

At Pocket Nurse®, continuing education is vital to the development of its team members and maintaining its high standard of customer service. Taught by Nurse Educators, ongoing classes provide extensive product knowledge training to the sales, customer service, and marketing teams, keeping members current with both existing product updates and new technology. In addition, all sales and customer service team members are required to successfully complete Pocket Nurse® University, which features an in-depth simulation- oriented curriculum.

**Anthony Battaglia, MS, BSN, RN – CEO/Founder**

**Eric Bordenstein – President/Chief Operating Officer**

**Nancy Gilkey – Vice President of Finance**

**Aaron Vicari – Vice President of Sales Operations**

**Amy Hallstein – Sales Manager**

**Mia Bywalski – Director of Marketing and Customer Services**





**Tab 4 – Qualification and Experience (cont.)**

**Bruce Kolder – Senior Supply Chain Manager**

**Jesse Dempsey – Purchasing Manager**

**Pam Park – Senior Manager of Business Systems**

**Beth Telesz, MSN, RN – Corporate Nurse Educator**

**Tyler Dzugan – IT Manager**

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

**RESPONSE:**

**Over the last 30 years, Pocket Nurse has worked with the government sector and was awarded many Purchasing Cooperative Contracts during this time. Pocket Nurse has held cooperative contracts for over 10 years. In addition to our cooperative contracts, Pocket Nurse currently holds other specific state contracts. In addition to state contracts, Pocket Nurse also holds a variety of individual school contracts within primary and secondary education all throughout the United States.**

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

**RESPONSE:**

**Pocket Nurse® has not been involved in any litigation, bankruptcy, reorganization, state investigations or entity or current officers and directors.**



## VALUE ADD

Pocket Nurse® has grown into an industry leader, remaining the only nurse-owned and nurse-operated company in the industry. As a company that understands and recognizes the unique needs of its market – specifically healthcare educators – Pocket Nurse® enjoys a high level of customer loyalty. Pocket Nurse® is a supply chain provider able to fulfill the purchasing habits of educators and trainers, while offering unparalleled pre- and post-sale consultation and support. No other company provides a more complete single-source solution.

Pocket Nurse® improves educational experiences and outcomes by providing more than 5,600 simulation and healthcare supply solutions while evolving with industry needs. We offer comprehensive simulation and educational medical supplies for allied healthcare education programs – this includes nursing, pharmacy, EMS, medical assistant, surgical technology, radiologic technology, respiratory therapy, patient care tech, and more. Some of our most popular solutions include Demo Dose® Simulated Medications, Pocket Nurse® branded educator packages, and simulated medication management systems with integrated electronic health records. Pocket Nurse® has a specific team dedicated to student health totes/kits, a one-bag simulation solution for healthcare students. We also offer task trainers, simulators, and manikins low-fidelity, mid-fidelity, and high-fidelity – designed to meet the specific goals of healthcare educators. Our team at Pocket Nurse® takes a consultative approach to provide healthcare educators with their specific and unique needs – whether that be assistance in healthcare lab design, simulated headwalls, programmable diagnostic equipment, virtual patients, augmented reality systems, educational models, furniture, equipment, and/or consumable supplies.

In 1992, Pocket Nurse® sold a single product – the Pocket Nurse® pocket organizer that included bandage scissors, a hemostat, an integrated penlight, and an engraved nameplate. The Pocket Nurse® was a success, but owner Anthony Battaglia, MS, BSN, RN, had a vision to help health educators in their instructional efforts. In the years following, we've made it our mission to meet those needs, even when it means developing entirely original products. Our vision is to improve educational experiences and outcomes by providing simulation and medical education supply solutions. For over 30 years, we remain committed to our mission of meeting those needs and developing original products.



Pocket Nurse's specialized sales team is led by Aaron Vicari, Vice President of Sales Operations, and Amy Hallstein, Sales Manager. Aaron and Amy possess over 40 years of combined healthcare education and simulation industry experience.

The Pocket Nurse® sales and customer service teams together consist of over 20 dedicated members that are more than just representatives; they are simulation experts, product specialists, experienced Registered Nurses, and Nurse Educators. Each sales region is managed by a Regional Territory Manager who leads each sales team of Account Managers and Account Representatives.

Pocket Nurse's team of experts offers comprehensive pre- and post-sale support to every customer. Uniquely qualified as a complete single-source provider, Pocket Nurse® offers thousands of healthcare education products backed by exceptional customer service. Most products are available in smaller quantities, tailored to suit the needs and varied budgets of a wide range of programs and healthcare educators at the primary/secondary education (K-12) and postsecondary education levels.

At Pocket Nurse®, continuing education is vital to the development of its team members and maintaining its high standard of customer service. Taught by Nurse Educators, ongoing classes provide extensive product knowledge training to the sales, customer service, and marketing teams, keeping members current with both existing product updates and new technology. In addition, all sales and customer service team members are required to successfully complete Pocket Nurse® University, which features an in-depth simulation- oriented curriculum.

With over 30 years' worth of experience, we provide access to over 5,000 healthcare education products via our multiple print catalogs and ecommerce website. From task trainers to life-like manikins that turn compelling classroom discussions into hands-on healthcare simulation, Pocket Nurse® has everything you need to create a realistic learning lab that strengthens your curriculum.

At Pocket Nurse®, our Account Management Team is eager to listen to and understand your product needs, then use that knowledge to provide sensible advice. We'll assist you with product purchasing, delivery, service plans, and customer support.

Unlike our competitors, Pocket Nurse® is owned and actively managed by a Registered Nurse and simulation industry pioneer (company founder Anthony



Battaglia, MS, BSN, RN) with a background in intensive care nursing. In addition, Pocket Nurse® employs a team of in-house Nurse Educators that curates the company's continually expanding product offering (over 5,300 products) and influences internal training, sales, customer service, and marketing.

While our competitors offer various types of specialty products, none can match the comprehensive array of educational products and services provided by Pocket Nurse®. Spanning a broad range of product categories to serve the needs of many healthcare programs and curricula, Pocket Nurse® sources products from the industry's most trusted brands and develops its own products under the company's private label.

Product categories include:

- Totes – Simulation Supply Kits (Customizable)
- Student Accessories
- Diagnostic Equipment
- Infection Control
- Furniture
- Patient Care
- Pharmacy & Laboratory including Demo Dose® simulated medication
- Medication Management
- Respiratory
- Surgical
- Media
- Educational Models
- Simulators & Manikins
- Obstetrics & Pediatrics
- Moulage
- Design Services; Construction & Renovation Planning for Healthcare Education
- Patient Care Manikins & Simulators
- Mid and High Fidelity Simulators for Nursing, Emergency Care, & OB/Pediatrics
- Virtual Patient Simulation
- Simulation Debriefing Solutions
- Task and Procedure Trainers
- CPR Manikins and Trainers
- Respiratory / Ventilation and AED Training Equipment
- Auscultation Trainers
- Patient Simulators



- Simulation Audio / Visual Components
- Ventilation Management Training Equipment
- CPR Manikins – Adult, Child, and Infant
- Resuscitation Training Products
- Ultrasound Simulation
- AED Trainers
- CPR Education Kits
- Emergency Care & Trauma Simulation and Training
- Nursing & Patient Care Simulation and Task Trainers
- Birthing Manikins and Simulators
- Virtual eLearning for CPR & Nursing
- Barrier Devices for CPR Training
- Injury and Training Modules
- Full Range of Services for Simulation Portfolio
- Full Range of Education for Simulation Portfolio

The company's website, [PocketNurse.com](http://PocketNurse.com), provides detailed descriptions and online ordering for its many products.

## eProcurement

Pocket Nurse is the exclusive distributor of essential market-leading solutions for simulation and healthcare instruction, including an entire line of cost-saving Pocket Nurse Demo Dose® simulated pharmaceuticals, clinical consumables, instrumentation, and a full line of student simulation supply kits. Pocket Nurse offers the brands you know and the manufacturers you trust: Baxter, CAE, Laerdal, Nasco, Dynarex, GOJO, Graham-Field, and Medline. Pocket Nurse offers more than 5,600 products for the entire health care education enterprise.

Whether you need a hosted catalog or a Punchout catalog, streamline your purchasing process with us.

### Hosted Catalog

Creates an excel file with business-critical product data.

File is uploaded to your eProcurement application via your required catalog template.

Place duplicate orders with less hassle.



## Punchout Catalog

Provides quick and easy purchasing directly from our website. Maintain a connection between your eProcurement application and the Pocket Nurse online catalog.

Order from our site and transfer your cart back to your eProcurement system, where you maintain full control over approvals and transmission of Purchase Orders. We can accommodate several eProcurement systems, including, but not limited to: Ariba, JAGGAER, ESM, Coupa, Perfect Commerce, and Unimarket. Ask us about your system.

Pocket Nurse® professional support and service is included.

## HOSTED CATALOG VS. PUNCHOUT CATALOG PDF

Pocket Nurse's Cooperative Purchasing Programs will help state, county and city funded Pre-K & Elementary Education programs find savings and immediate benefits.

- Contract purchasing completes the bid process for you
- Contract pricing on all products
- Next-day shipping
- 24/7 online ordering
- Knowledgeable customer service

**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

**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 confident 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.)*

10/26/2023  
Date

  
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.

<b>Company</b>	<b>Contact</b>	 _____ <b>Signature</b>
	Pocket Nurse Enterprises, LLC	_____ <b>Printed Name</b>
<b>Address</b>	610 Frankfort Road	_____ <b>VP of Sales Operations</b>
	Monaca, PA 15061-2218	_____ <b>Position with Company</b>
	<b>Official Authorizing Proposal</b>	 _____ <b>Signature</b>
		_____ <b>Printed Name</b>
<b>Phone</b>	800-225-1600	_____ <b>VP of Sales Operations</b>
		_____ <b>Position with Company</b>
<b>Fax</b>	800-763-0237	

# 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

Certificate Number:  
 2023-1087913

Date Filed:  
 10/26/2023

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Pocket Nurse  
 Monaca, PA 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.**

23-07  
 Chemistry, Biology, Physics and Anatomy Instructional Supplies and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pocket Nurse	Monaca, PA United States	X	
	Vicari, Aaron	Monaca, PA United States		X

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Aaron Vicari, and my date of birth is 12/10/78.

My address is 610 Frankfort Road, Monaca, PA, 15061-2218, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Beaver County, State of Pennsylvania on the 26 day of October, 20 23.  
(month) (year)



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, Aaron Vicari, as an authorized representative of

Pocket Nurse Enterprises, LLC, 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.

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative

10/26/2023  
Date

Subcode: 501098



Ordered: 10/19/2023 08:57:15 CST

Transaction Number: C886717789

Search Inquiry: Pocket Nurse/610 FRANKFORT RD/MONACA/PA/15061/US/Phone 724-480-3712/713444733

Model Description: Intelliscore Plus V2



Business Name <b>POCKET NURSE ENTERPRISES, INC.</b>	 Business Identification Number <b>713444733</b>
Primary Address: 610 FRANKFORT RD MONACA, PA 15061-2218	Website: <a href="http://pocketnurse.com">pocketnurse.com</a> Phone: (724) 480-3712 Tax ID: 00-1470053
 This business is the ultimate parent. <a href="#">See the corporate hierarchy by clicking here</a>	




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Risk Scores and Credit Limit Recommendation		Days Beyond Terms	Derogatory Legal	Fraud Alerts
Intelliscore Plus <b>77</b> LOW RISK Score range: 1 - 100 percentile	Financial Stability Risk <b>99</b> LOW RISK	Company DBT <b>0</b> Industry DBT: 4	Original Filings <b>0</b>	High Risk Alerts <b>0</b>
Credit Limit Recommendation: <b>\$185,500</b>				

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Business Facts	
Years on File: 31 (FILE ESTABLISHED 06/1992)	SIC Code: MEDICAL, DENTAL, HOSPITAL EQUIP & SUPLS - 5047
State of Incorporation: PA	DURABLE GOODS, MISC - 5090
Date of Incorporation: 08/01/1995	PROFESSIONAL & COMMERCIAL EQUIP & SUPLS - 5040
Business Type: Institutions - Profit	NAICS Code:
Contacts: ANTHONY J BATTAGLIA - PRESIDENT	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers - 423450
TIMOTHY A TAYLOR - TREASURER	Miscellaneous Durable Goods Merchant Wholesalers - 423900
GILKEY NANCY - VICE PRESIDENT	Professional and Commercial Equipment and Supplies Merchant Wholesalers - 423400
	Number of Employees: 5
	Sales: \$1,794,000

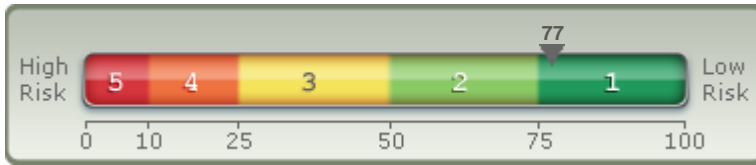
TOP 

Commercial Fraud Shield	
Evaluation for: <b>POCKET NURSE ENTERPRISES, INC, 610 FRANKFORT RD, MONACA, PA15061-2218</b>	
Business Alerts	Verification Triggers
Active Business Indicator:  Experian shows this business as active	The primary Business Name, Address, and Phone Number on Experian File were reviewed for High Risk indicators, no High Risk indicators were found.
Possible OFAC Match:  No OFAC match found	
Business Victim Statement:  No victim statement on file	

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Credit Risk Score and Credit Limit Recommendation
Credit Risk Score: Intelliscore Plus

### Current Intelliscore Plus Score: 77



This score predicts the likelihood of serious credit delinquencies for this business within the next 12 months. Payment history and public record along with other variables are used to predict future risk. Higher scores indicate lower risk.

#### Factors lowering the score

- ▶ NUMBER OF GOOD COMMERCIAL ACCOUNTS
- ▶ PERCENT OF SERIOUSLY DELINQUENT COMMERCIAL ACCOUNTS
- ▶ NUMBER OF COMMERCIAL ACCOUNTS WITH HIGH UTILIZATION
- ▶ PCT OF NEW COMMERCIAL ACCTS TO TOTAL NBR OF ACCTS

### Risk Class: 1

**LOW RISK**

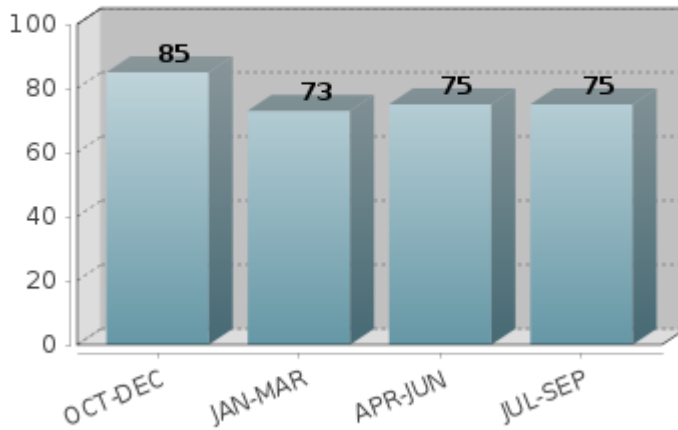
The risk class groups scores by risk into ranges of similar performance. Range 5 is the highest risk, range 1 is the lowest risk.

#### Industry Risk Comparison

76% of businesses indicate a higher likelihood of severe delinquency.

### Intelliscore Plus Quarterly Score Trends

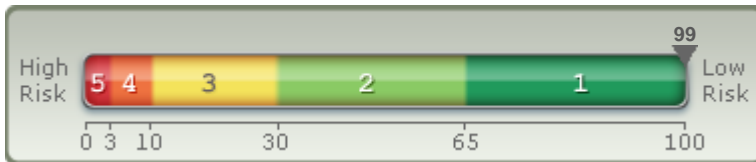
#### Quarterly Score Trends



The Intelliscore Plus Quarterly Score Trends provide a view of the likelihood of delinquency over the past 12 months for this business. The trends will indicate if the score improved, remained stable, fluctuated or declined over the last 12 months

### Credit Risk Score: Financial Stability Risk

#### Current Financial Stability Risk Score: 99



This score predicts the likelihood of financial stability risk for this business within the next 24 months. Payment history and public record along with other variables are used to predict future risk. Higher scores indicate lower risk.

#### Factors lowering the score

- ▶ RISK ASSOCIATED WITH THE BUSINESS TYPE
- ▶ RISK ASSOCIATED WITH THE COMPANY'S INDUSTRY SECTOR
- ▶ EMPLOYEE SIZE OF BUSINESS
- ▶ BALANCE TO HIGH CREDIT RATIO FOR OTHER COMMERCIAL ACCOUNTS

### Risk Class: 1

**LOW RISK**

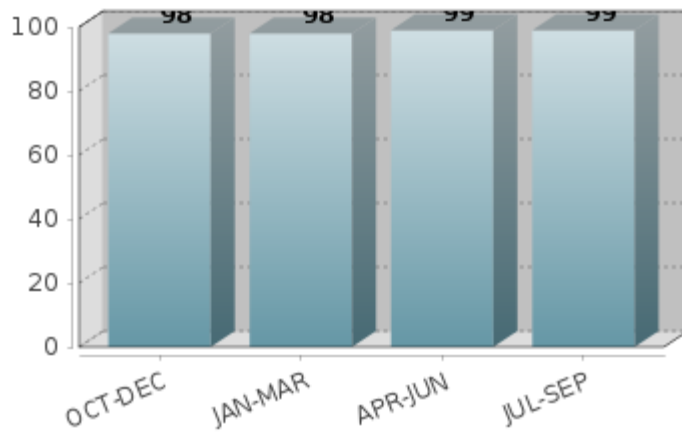
The risk class groups scores by risk into ranges of similar performance. Range 5 is the highest risk, range 1 is the lowest risk.

#### Industry Risk Comparison

98% of businesses indicate a higher likelihood of financial stability risk.

### Financial Stability Risk Quarterly Score Trends

### Quarterly Score Trends



The Financial Stability Risk Quarterly Score Trends provide a view of the likelihood of financial stability risk over the past 12 months for this business. The trends will indicate if the score improved, remained stable, fluctuated or declined over the last 12 months

#### Credit Limit Recommendation

**Credit Limit Recommendation**  
\$185,500

This recommendation compares this business against similar businesses in the Experian business credit database. It is based on trade information, industry, age of business and the Intelliscore Plus. The recommendation is a guide. The final decision must be made based on your company's business policies.

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#### Payment and Legal Filings Summary

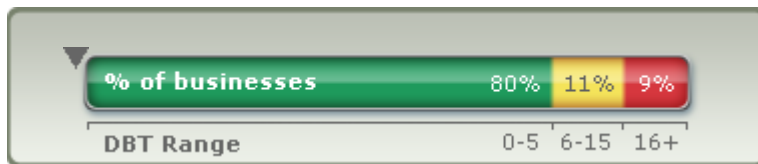
Payment Performance	Trade and Collection Balance	Legal Filings
Current DBT: 0	<b>Total trade and collection (18):</b> \$96,000	<b>Bankruptcy:</b> No
Predicted DBT as 12/13/2023 : 1	<b>All trades (18):</b> \$96,000	<b>Tax Lien filings:</b> 0
Monthly Average DBT: 0	<b>All collections (0):</b> \$0	<b>Judgment filings:</b> 0
Highest DBT Previous 6 Months: 0	<b>Continuous trade (10):</b> \$48,900	<b>Sum of legal filings:</b> \$0
Highest DBT Previous 5 Quarters: 0	<b>6 month average:</b> \$48,200 - \$93,100	<b>UCC filings:</b> 3
<b>Payment Trend Indication:</b> Payments are stable	<b>Highest credit amount extended:</b> \$81,100	<b>Cautionary UCC filings:</b> Yes
	<b>Most frequent industry purchasing terms:</b> NET 30,CONTRCT,REVOLVE	

#### Industry Comparison

##### Industry DBT Range Comparison

The current DBT of this business is 0. 80% of businesses have a DBT range of 0-5.

**DBT for this business: 0**



##### DBT Norms

All industry: 3

Same industry: 4

##### Industry Payment Comparison

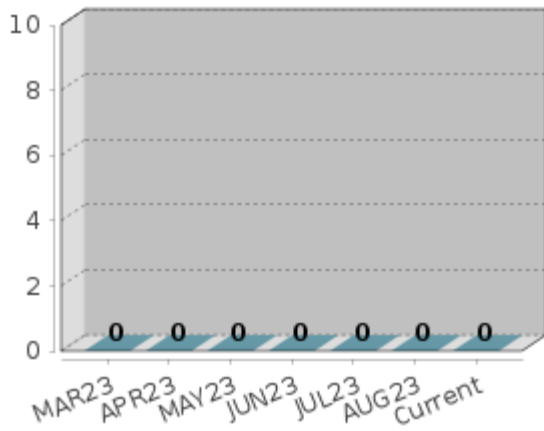
Has paid sooner than 50% of similar businesses

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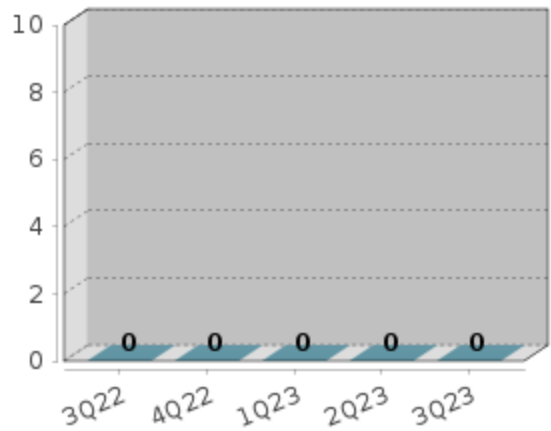
#### Payment Trending

##### DBT Trends

### Monthly DBT Trends



### Quarterly DBT Trends



### Monthly Payment Trends

Payment Trends Analysis MEDICAL, DENTAL, HOSPITAL EQUIP & SUPLS - 5047						Account Status Days Beyond Terms			
Date Reported	Industry		Business	Balance	Cur	1-30	31-60	61-90	91+
	Cur	DBT	DBT						
CURRENT	N/A	N/A	0	\$48,900	100%				
AUG23	92%	4	0	\$60,300	100%				
JUL23	91%	5	0	\$82,600	100%				
JUN23	90%	5	0	\$93,100	100%				
MAY23	91%	5	0	\$63,900	100%				
APR23	90%	5	0	\$68,600	100%				
MAR23	90%	5	0	\$64,100	100%				

### Quarterly Payment Trends

Payment History - Quarterly Averages					Account Status Days Beyond Terms			
Quarter	Months	DBT	Balance	Cur	1-30	31-60	61-90	91+
Q3 - 23	JUL - SEP	0	\$64,400	100%				
Q2 - 23	APR - JUN	0	\$75,200	100%				
Q1 - 23	JAN - MAR	0	\$67,200	100%				
Q4 - 22	OCT - DEC	0	\$67,900	100%				
Q3 - 22	JUL - SEP	0	\$94,600	100%				

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### Trade Payment Summary

Trade Line Type	Lines Reported	DBT	Recent High Credit	Balance	Current	01-30	31-60	61-90	91+
Continuous	10		\$136,900	\$48,900	100%				
New	0			\$0					
<b>Combined Trade</b>	<b>10</b>		<b>\$136,900</b>	<b>\$48,900</b>	<b>100%</b>				
Additional	8		\$120,100	\$47,100	100%				
<b>Total Trade</b>	<b>18</b>		<b>\$257,000</b>	<b>\$96,000</b>	<b>100%</b>				

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### Trade Payment - New and Continuously Reported Trade Details

Payment Experiences
---------------------

(Trade Lines with an (*) after the date are newly reported)							Account Status				Comments
Business Category	Date Reported	Last Sale	Payment Terms	Recent High Credit	Balance	Cur	1-30	31-60	61-90	91+	
ART SUPPL	10/2023	08/2021	CREDIT		\$0						
DRUG DISTR	10/2023		NET 30	\$12,300	\$100	100%					
FINCL SVCS	10/2023		CONTRCT	\$81,100	\$43,100	100%					
FOOD DISTR	09/2023		VARIED	\$1,700	\$1,000	100%					
FOOD DISTR	10/2023	10/2020	VARIED	\$100	\$0						
GENL MERCH	10/2023	11/2022	VARIED	\$1,500	\$0						
MED SUPPLY	10/2023		CONTRCT	\$27,100	\$1,700	100%					
PACKAGING	10/2023		NET 30	\$3,100	\$3,000	100%					CUST 25 YR
RETL TRADE	10/2023	04/2017	VARIED		\$0						ACCTCLOSED
WHLSE TRAD	10/2023		NET 30	\$10,000	\$0						

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Trade Payment - Additional Trade Details											
Payment Experiences							Account Status				Comments
(Trade Lines with an (*) after the date are newly reported)							Days Beyond Terms				
Business Category	Date Reported	Last Sale	Payment Terms	Recent High Credit	Balance	Cur	1-30	31-60	61-90	91+	
ACCT SVCS	11/2020		VARIED	\$100	\$100	100%					
ADVERTISNG	01/2023		NET 30	\$8,100	<\$100					100%	
APRL MENS	05/2023	05/2022	VARIED		\$0						
FRGHT FWRD	12/2020	12/2020	NET 15	\$6,700	\$600	100%					
LEASING	04/2021		NET 10		\$0						
LEASING	09/2023		CONTRCT	\$105,200	\$46,300	100%					
MED EQUIP	11/2021	09/2018	OTHER		\$0						
VIDEO	07/2022	07/2020	VARIED		\$0						

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Uniform Commercial Code (UCC) Filings						
UCC Filing Summary						
Date Range	Year	Cautionary UCCs **	Total Filed	Released / Termination	Continuous	Amended / Assigned
JUL - PRESENT	2023					
JAN - JUN	2023					
JUL - DEC	2022					
JAN - JUN	2022					
JUL - DEC	2021	1	1			
PRIOR TO JUL	2021	2	2		2	
<b>Total</b>		<b>3</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>0</b>

\*\* Cautionary UCC Filings include one or more of the following collateral: Accounts, Accounts Receivables, Contract Rights, Hereafter Acquired Property, Inventory, Leases, Notes Receivable or Proceeds.

UCC Details	
<p>THE FOLLOWING DATA IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFICIAL RECORD. CERTIFIED COPIES MAY BE OBTAINED FROM THE PENNSYLVANIA DEPARTMENT OF STATE. THE DATA IS CURRENT AS OF 10/19/2023.</p> <p><b>UCC FILED Date:</b> 09/15/2021  <b>Filing Number:</b> 2021091500721  <b>Jurisdiction:</b> SEC OF STATE PA  <b>Secured Party:</b> CROWN EQUIPMENT CORPORATION OH NEW BREMEN 45869 44 S. WASHIN</p>	<p>THE FOLLOWING DATA IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFICIAL RECORD. CERTIFIED COPIES MAY BE OBTAINED FROM THE PENNSYLVANIA DEPARTMENT OF STATE. THE DATA IS CURRENT AS OF 10/19/2023.</p> <p><b>UCC CONTINUED Date:</b> 02/07/2020  <b>Filing Number:</b> 2020020700883  <b>Original Filing Date:</b> 07/12/2010  <b>Original Filing Number:</b> 2010071304  <b>Original Filing State:</b> PA</p>



**Collateral:** UNDEFINED, EQUIP, HEREAFTER ACQUIRED PROP

**Jurisdiction:** SEC OF STATE PA  
**Secured Party:**

THE FOLLOWING DATA IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFICIAL RECORD. CERTIFIED COPIES MAY BE OBTAINED FROM THE PENNSYLVANIA DEPARTMENT OF STATE. THE DATA IS CURRENT AS OF 10/19/2023.

THE FOLLOWING DATA IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFICIAL RECORD. CERTIFIED COPIES MAY BE OBTAINED FROM THE PENNSYLVANIA DEPARTMENT OF STATE. THE DATA IS CURRENT AS OF 10/19/2023.

**UCC FILED Date:** 09/17/2019  
**Filing Number:** 2019091700364  
**Jurisdiction:** SEC OF STATE PA  
**Secured Party:** CARDINAL HEALTH 200 LLC, AS AGENT OH DUBLIN 43017 7000 CARDI  
**Collateral:** UNDEFINED, ACCTS REC, EQUIP, FURN & FIX, INVENTORY, HEREAFTER ACQUIRED PROP

**UCC CONTINUED Date:** 02/05/2015  
**Filing Number:** 2015020500792  
**Original Filing Date:** 01/01/2001  
**Original Filing Number:** 2010071304  
**Original Filing State:** PA  
**Jurisdiction:** SEC OF STATE PA  
**Secured Party:**

THE FOLLOWING DATA IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFICIAL RECORD. CERTIFIED COPIES MAY BE OBTAINED FROM THE PENNSYLVANIA DEPARTMENT OF STATE. THE DATA IS CURRENT AS OF 10/19/2023.

**UCC FILED Date:** 07/12/2010  
**Filing Number:** 2010071304177  
**Jurisdiction:** SEC OF STATE PA  
**Secured Party:** PNC BANK, NATIONAL ASSOCIATION PA PITTSBURGH 15222 ONE PNC P  
**Collateral:** UNDEFINED, EQUIP, FURN & FIX, INVENTORY, HEREAFTER ACQUIRED PROP, VEHICLES

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### Additional Business Facts

#### Corporate Registration

THE FOLLOWING INFORMATION WAS PROVIDED BY THE STATE OF KENTUCKY. THE DATA IS CURRENT AS OF 10/19/2023.

**State of Origin:** PA  
**Date of Incorporation:** 08/01/1995  
**Current Status:** Active  
**Business Type:** Institutions - Profit  
**Charter Number:** 0967655

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### Corporate Linkage

Business Name	Location	BIN
<b>The inquired upon business, POCKET NURSE ENTERPRISES, INC, is the Ultimate Parent</b>		
POCKET NURSE ENTERPRISES, INC	610 FRANKFORT RD - MONACA,PA	713444733
<b>Branches of the inquired upon business:</b>		
POCKET NURSE ENTERPRISES, INC	1231 4TH AVE - CORAOPOLIS,PA	713879519
POCKET NURSE ENTERPRISES, INC	200 1ST ST - AMBRIDGE,PA	721263067
POCKET NURSE ENTERPRISES, INC	201 1ST ST - AMBRIDGE,PA	948373354
POCKET NURSE ENTERPRISES, INC	612 FRANKFORT RD - MONACA,PA	954116171

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### Inquiries

#### Summary of Inquiries

Business Category	OCT23	SEP23	AUG23	JUL23	JUN23	MAY23	APR23	MAR23	FEB23
GENERAL				1	1				1
HEALTH SVCS									1
INSURANCE						1	1		
UTILITY		1							1
<b>Totals</b>		1		1	1	1	1		3

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***Experian prides itself on the depth and accuracy of the data maintained on our databases. Reporting your customer's payment behavior to Experian will further strengthen and enhance the power of the information available for making sound credit decisions. Give credit where credit is due. Call 1-800-520-1221, option #4 for more information.***

End of report

1 of 1 report

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## GREEN GLOBE CERTIFICATION

Pocket Nurse achieved Green Globe status on May 19, 2014 by receiving a score of 657 out of 939 available points (70%). This is equivalent to Three Green Globes. Our goal each year is to work towards the areas we can improve upon until we reach Four Green Globes and maintain that standard.

70-84%		Demonstrates leadership in applying best practices regarding energy, water, and environmental efficiency.
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The following are several of the verified building features, which contributed to our final score of 657:

- Two Geo-Thermal systems, the office portion of the building has its own system, with the field located under the front parking lot. The DC portion has its own system as well.
- The floor under the order/processing area has a radiant floor system and a large forced air system.
- The building has programmable thermostats that are set back when the facility is unoccupied.
- Lighting is provided by T-5, T-8 and compact fluorescent lighting throughout the facility Exit signs are LED.
- A timer controls exterior lighting.
- Storm water from the roof, internal roadways and parking area runoff is directed to an on-site storm water collection system that retains on site.




- Pocket Nurse has an aggressive waste management plan. Papers, cardboard, plastic and metal are all recycled. There are recycling receptacles for paper at selected locations within the office area and in the break room.



A Daylight Harvesting System provides daylight throughout parts of the building.



GREEN GLOBES RATING SCALE		
Buildings that achieve 35% or more of the points possible in the Green Globes rating system are eligible for a certification of one, two, three, or four Green Globes.		
85-100%		Demonstrates national leadership and excellence in the practice of energy, water, and environmental efficiency to reduce environmental impacts.

## *Environmental Sustainability*

Pocket Nurse® strives to reverse, control, or prevent adverse health states through prevention and intervention.

## *Energy Management*

Regardless of the type of energy, wasting energy defeats the benefits of both renewable and nonrenewable energy source. Energy management fulfills current demands and anticipates future energy demands through conservation practices that minimize waste. Efficient use of energy is critical to achieving energy management.

## *How Do We Practice Energy Efficiency?*

Practice energy efficiency by reducing energy demand. Practicing energy efficiency is easy for all employees to do. Some energy management can occur through automation. Automation controls are in place to facilitate energy efficient operation:

- Occupancy sensor controls in bathrooms and offices.
  - Activity sensor controls on automated doors, water faucets and paper towel dispensers.
  - Power-down or standby cycles on printers and computers.
- However, Pocket Nurse® employees offer the greatest potential for energy management. Below are some ways in which they can contribute to managing energy:
- Electronics should be put on standby or turned off when not in use for several hours or more.
  - If your work area has sufficient natural light, turn off the lights.
  - Dress seasonally appropriate and keep a sweater or jacket available if you feel that your local temperature is “too cool for comfort”; remember, low temperatures facilitates infection control in some locations
  - Take time to evaluate the significance of emails, and delete noncritical emails to avoid the need to expand memory storage.

## *Vampire Energy*

“Vampire energy” is energy used by nonessential electronics that are continuously on and operating when not used as part of operation or service. Examples of sources of “vampire energy” include:



- Digital photo frames/clock radios
- Electronic chargers for handheld devices remaining plugged in
- Lighted or electronic accent and décor items
- Personal under desk refrigerator, coffee makers, and toasters

### *Reducing Pocket Nurse Vampire Energy Volume*

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Though employees are allowed to bring such items in for personal use, the Facilities Manager must approve them. Several factors will influence the approval or the request to remove the appliance:

- Number of personal appliances already in use
- Safety of the appliance
- Energy efficiency of the appliance
- General appearance of the appliance

### *Paper Management*

---

In any business, the use of paper products is a routine method of communication and documentation. Paper is made from wood and is a renewable resource but the amount of time needed for tree growth cannot accommodate the increasing rate of demand.

- A significant reduction in printing correlates with an increase in email retention, leading to a need to expand memory storage.
- To reduce memory storage needs, delete all non-critical emails.
- The use of Outlook is encouraged to coordinate and schedule conference calls and one/one meetings.
- Conference calls for multiple attendees.
- Use the Office or Manager Directories to share documentation to be accessed by multiple people.
- Use either overhead projector or laptop +LCD projector during meetings to avoid distributing multiple copies of documents.
  - Avoid printing, single page, "non-critical" documents by reading on the screen.
  - Think about the value of documentation before printing it.
  - Reuse single-side, non-confidential printed paper as scrap paper.
  - Comply with system-wide document retention guidelines.

### *Recycle*

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Recycling involves the separation and collection of material for processing and remanufacturing into new products, using those products to complete the cycle.

In compliance with federal, state, and local regulation, general recycling occurs throughout Pocket Nurse®. Employees are encouraged to "think before throwing" recyclable waste into the wrong container.



Recycling reduces Pocket Nurses overall waste disposal volume and costs, which otherwise are continuing to escalate rapidly. Waste reduction through recycling is an excellent method to help minimize these costs. Recycling also stimulates the local economy and helps generate revenue and create employment opportunities.

- All Pocket Nurse® employees are required to recycle.
- Pocket Nurse® will educate staff on the recycling programs offered.

## *Recycling*

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Pocket Nurse contracts to have cardboard removed and recycled.

## *General Paper Recycling*

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Potter Township does not subscribe to a recycling program so this is not available to Pocket Nurse.

## *Plastic and Can Recycling*

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Pocket Nurse provides recycling bins that are for soda cans, soda plastic & glass bottles, soup cans, and any other clean plastic that bears the recycle symbol.



## *Ink Cartridges*

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Used printer ink cartridges can be left at the copier or taken to the 1<sup>st</sup> floor mailroom and the vendor will pick up during service calls.

## *Environmentally Preferred Purchasing*

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Environmentally preferred purchasing is the practice of buying products that conserve natural resources and reduce the use of environmentally harmful material. These products tend to be called "environmentally friendly" or "green" products.

Supply Chain Management identifies, qualifies, and engages vendors who offer environmentally preferred products. Under this program, multiple programs exist to facilitate access and purchasing of products throughout the organization.

## *Reuse*

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Unlike recycling, reuse involves the separation and collection of material for possible processing and subsequent use in the material's original form. Reuse occurs three ways: reprocessing, material returns to manufacturers, and distribution of unused or surplus materials.



Reuse reduces Pocket Nurses overall waste disposal volume and costs. Unlike recycling, law does not mandate reuse, but Pocket Nurse chooses to practice reuse where appropriate.

Pocket Nurse practices reuse through programs or donations in six categories:

1. Office furniture
2. Electronic equipment such as copiers, computers, fax machines, etc., "e-waste". Contact the Facilities Manager for building equipment that doesn't work and IT for IT-related equipment that doesn't work.
3. Diagnostic equipment – contact Supply Chain
4. Building materials – contact the Facilities Manager
5. Surplus medical supplies – contact Supply Chain
6. Durable, surplus medical equipment – reuse until useful life is met following designated authorized methods

### *Practicing Sustainability*

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Resource conservation and waste minimization begin with the decision to acquire resources and change behavior to conserve the use of those resources.

It is easy to say simply through resource conservation and waste minimization, but it actually requires more effort than what has been described in the preceding sections.

To support sustainable practices, take these actions:

- Actively and consistently, practice reduction through "green" purchasing, reuse, and recycling
- Advocate for sustainable practices
- Follow infection control practices
- During working hours, turn off lights when no one is in a room
- Keep a sweater or jacket handy if you are not comfortable
- Removed food waste from recyclable containers recycling
- Carpool when possible
- Minimize wasteful use of water
- Participate in or support community events
- Be aware of how the environment can affect your health

Pocket Nurse® strives to reverse, control, or prevent adverse health states through prevention and intervention. Sustainable practices are a means of prevention. Please do your part to contribute to the success of the Pocket Nurse® programs.

### *Personal Electrical Appliances*

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It's is Manager's discretion if small personal electronics are permitted in your department whether they are electronic or battery-operated as each department has a different level of communication style and requirements as well as respecting co-workers preferences in shared spaces.



Personal heaters of any kind are not permitted at any time. This is a business insurance regulation and one that is strictly enforced.

Personal Refrigerators and Personal Beverage Makers are not recommended due to our Green Globe initiative. Any personal refrigerator must be approved by the Facilities Manager. Several factors will influence the approval or the request to remove the appliance:

1. Number of personal appliances already in use.
2. Safety of the appliance.
3. Energy Efficiency of the appliance
4. General appearance of the appliance.

The Facilities Manager will determine if any of the 4 factors affect the approval of an appliance of the request to remove an appliance. If you are asked to remove an existing appliance it is the discretion of the Facilities Manager based on the above 4 factors if you may replace the one in use or are required to remove it.



Certificate Number: **10697**  
Expiration Date: **01/31/2024**  
Renewal required by date above



# The National LGBT Chamber of Commerce

Hereby Recognizes:

**Pocket Nurse®**

As a Certified LGBT Business Enterprise™

(LGBTBE)



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Justin G. Nelson  
Co-Founder & President



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Chance E. Mitchell  
Co-Founder & CEO

**nglcc**   
Certified LGBTBE



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	POCKET NURSE ENTERPRISES INC
<b>Trade Name:</b>	POCKET NURSE
<b>Address:</b>	610 FRANKFORT RD. MONACA, PA 15061
<b>Certificate Number:</b>	0101208
<b>Effective Date:</b>	October 03, 2001
<b>Date of Issuance:</b>	March 01, 2018

**For Office Use Only:**

20180301111817398

Certification 30611

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2021** to **15-APR-2024**

**POCKET NURSE ENTERPRISES, INC.**  
**610 FRANKFORT ROAD**  
**MONACA PA 15061**



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer



## Pocket Nurse® Response: Solicitation Number 23-07

Pocket Nurse® is happy to provide and commit to the following “not to exceed” pricing methodology. Additionally, Pocket Nurse® is not only willing to offer, but strongly encourages OMNIA Partners members to request price match and bulk purchase prices.

- Contract Members receive a 17% discount from the Pocket Nurse® everyday low, on-line price for the majority of our product offering of over 3,000+ skus from our Healthcare Simulation and Medical education product portfolio.
- Manufactured Products by Amico receive an 8% discount from the Pocket Nurse® everyday low on-line pricing
- Contract Members receive an 8% discount from Pocket Nurse® on products classified as Refurbished equipment
- Products manufactured by Laerdal Medical and CAE Healthcare offered by Pocket Nurse® will receive a 7% discount off Pocket Nurse® Retail Price
- Exception items will receive a 5% discount from the Pocket Nurse® everyday low, on-line pricing
- Customized Product lines will receive the discount structure listed below off Manufacturer List Price
  - Laerdal High Fidelity Simulators ½%
  - CAE High Fidelity Simulators 2% *New for the 2024 Contract*
  - Customized Cubicle Track Curtain Packages 2%
  - Custom Recording and Debriefing Solutions 2%
  - Custom Pharmacy, Nursing, or Laboratory Casework 2%
  - Custom Design Services 2%
  - Medical Skills Supply Kits (Totes) 3%
  - Custom Omnicell Automated Dispensing Cabinets 2%
- Subscriptions, on-site and web-based product education or training, preventative maintenance, extended warranties, replacement parts, special delivery service, set up and installation are not discountable under the contract
- The current Bid Pricing Discount Offered for Pocket Nurse® Products will remain firm throughout the life of the bid contract, with a potential renewal period of two years, subject to agreement by OMNIA Partners and the Pocket Nurse® organization



**Pocket Nurse®**

Simulation & Education Supplies

**www.PocketNurse.com**

**1-800-225-1600**

**610 Frankfort Rd. Monaca PA 15061**

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- Parcel type first (1<sup>st</sup>) floor deliveries via FedEx Ground will incur a \$20.00 flat rate shipping charge on orders of any size
- All third (3<sup>rd</sup>) party freight (LTL) deliveries will have freight calculated at time of order entry and be based upon the quantity, weight, and distance to include but not limited to large equipment and furniture
- Pocket Nurse® is not only willing to offer but strongly encourages customers to request large volume order discounts and one-time opportunity discounts to offer the best competitive pricing available
- Purchase Orders can be submitted to [cs@pocketnurse.com](mailto:cs@pocketnurse.com) and our expertly trained Customer Service Representatives will assist with order placement and any customer questions that may arise. This method provides easy ordering service

Sincerely,

Aaron Vicari

Vice President of Sales Operations

---

610 Frankfort Road  
Monaca, PA 15061  
[www.pocketnurse.com](http://www.pocketnurse.com)

Phone: 1.800.225.1600  
Fax: 1.800.763.0237  
[sales@pocketnurse.com](mailto:sales@pocketnurse.com)



# Pocket Nurse<sup>®</sup>

Simulation & Education Supplies



# 2023 Corporate Overview



# Pocket Nurse®

Simulation & Education Supplies



## Company Snapshot

Pocket Nurse® is the leading manufacturer and distributor of medical supplies and equipment for simulation and healthcare education.

A nurse-owned-and-operated company, Pocket Nurse® has been a trusted partner in nursing, EMS, pharmacy, and allied healthcare education since 1992.

We offer more than 5,600 product solutions to meet the various needs of our healthcare education professionals.

We believe the solution is better education and a culture of patient safety. Our product solutions enhance suitable learning environments for future healthcare professionals.

# We offer

comprehensive simulation and educational medical supplies for allied healthcare education programs.

Our production solutions include Demo Dose® Simulated Medications, Pocket Nurse® branded products, simulated medication management systems with integrated electronic health records, and Totes, a one-bag simulation solution for healthcare students.



# We also offer

- Simulators and manikins
- Diagnostic equipment
- Furniture
- Patient care and infection control
- IV supplies
- Moulage





# History

In 1992, Pocket Nurse® sold a single product – the Pocket Nurse pocket organizer that included bandage scissors, a hemostat, an integrated penlight, and an engraved nameplate.

The Pocket Nurse was a success, but owner Anthony Battaglia, MS, BSN, RN, had a vision to help health educators in their instructional efforts. In the years following, we've made it our mission to meet those needs, even when it means developing entirely original products.

Our vision is to improve educational experiences and outcomes by providing simulation and medical education supply solutions.

For over 30 years, we remain as committed as ever to our mission of meeting those needs and developing original products.





# Pocket Nurse®

Simulation & Education Supplies

## Thank you for your interest in Pocket Nurse®.

For over 30 years, the purpose and values of Pocket Nurse® have remained the same — a singular focus on supporting simulation centers in education. We balance consistency with innovation by providing new products and solutions that address the simulation educator's ever-evolving needs.

As a result, Pocket Nurse® is not only your source for simulation supplies, but also industry trends, and reader engagement! Please follow us on social media for the latest industry trends, tips, and products.

For online purchases, visit [PocketNurse.com](http://PocketNurse.com). Creating an account with us gives you an enhanced quick-order system, a request-quote function, and e-procurement capabilities. Our intense customer focus means you have an ally who shares your vision and is here for you.

The Pocket Nurse® team appreciates your support of a nurse-owned-and-operated small business.

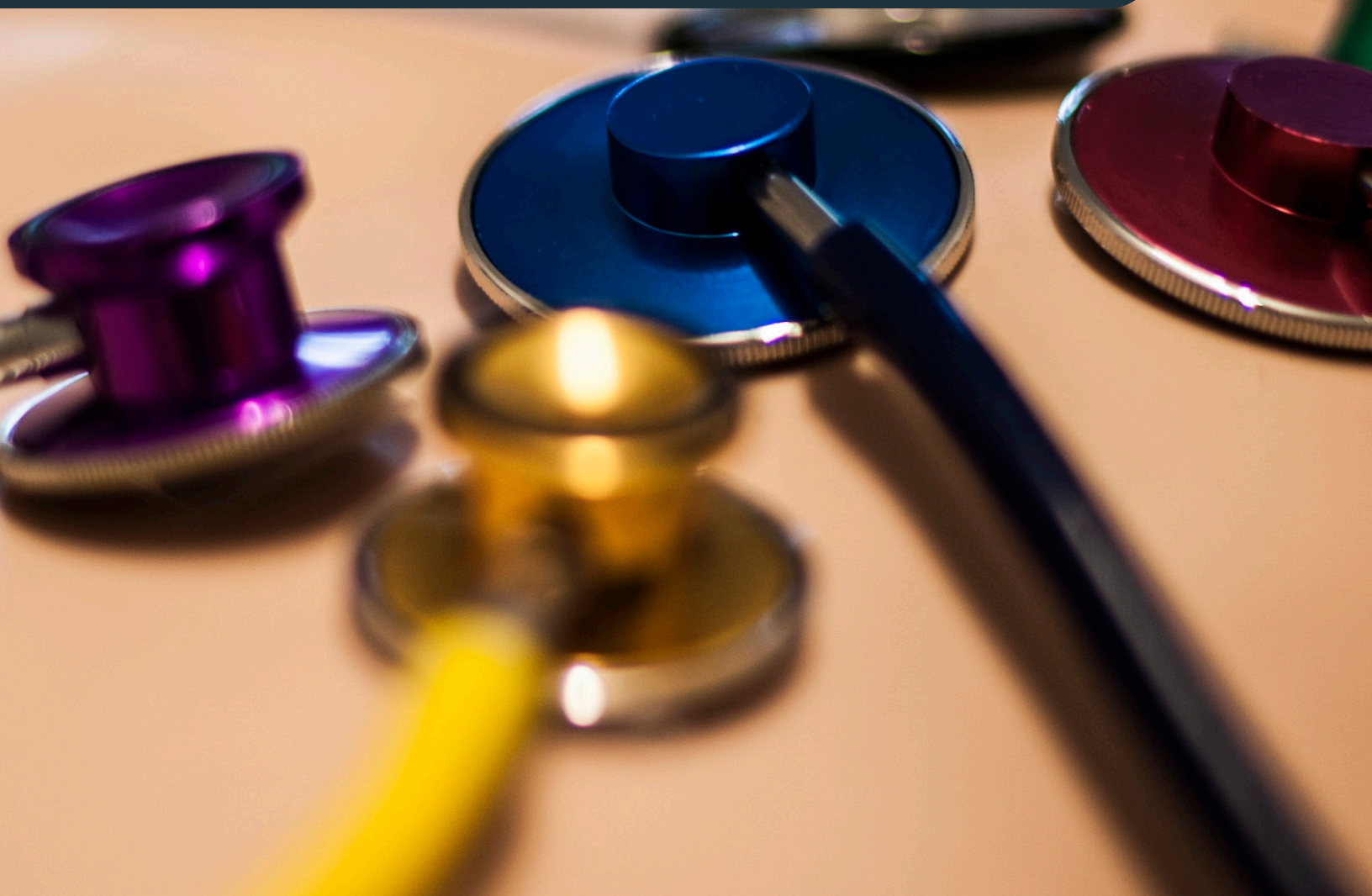
Let's imagine what's possible!



**Anthony Battaglia MS, BSN, RN**  
Founder and CEO  
Pocket Nurse®

# Mission & Values

Pocket Nurse® will continue to develop and source simulation and educational medical supply solutions to address the needs of healthcare educators through collaboration, building trust, and evolving with industry needs.





# Our core values are at the heart of everything we do.

## **Integrity:**

We conduct our business in accordance with the highest standards of professional behavior and ethics.

## **Commitment:**

We are dedicated to the success of our customers, vendors, educational partners, and employees.

## **Accountability:**

In the event that something goes wrong, we work to make it right. Our customer service representatives and sales team are knowledgeable about our product solutions and personable so they can offer fast and friendly solutions throughout the buying cycle.

## **Inclusion:**

A variety of people make up our corporate environment. Using different minds and personalities, we treat everyone as equals, and value differences.

## **Respect:**

Although we are a growing business, basic human kindness always comes first. In an industry as selfless as healthcare education, we maintain respect and generosity that adequately reflects that of our customer base.



# Our Facility

In 2012 Pocket Nurse® moved into its state-of-the-art, environmentally friendly, 122,206-square-foot facility.

The Distribution Center (81,878 square feet) and Office Complex (40,328 square feet) are 100 percent sustained by geothermal heating and co-boiling.

In the fall of 2019, the new wing of the DC was opened. The 12,000-square-foot wing is for Totes production and other manufacturing processes.



## Earned and maintained Standards

In February of 2014 Pocket Nurse® earned a "Silver Level" certification from The Green Building Initiative.

# Leadership

Pocket Nurse® is led by a team of experienced, forward-thinking experts committed to solidifying its presence as an industry leader, guiding the company into the future, and growing its reach into emerging markets and international territories.

**Anthony J. Battaglia, MS, BSN, RN**  
Founder and CEO

**Eric Bordenstein**  
President and Chief Operating Officer

**Nancy Gilkey**  
Vice President of Finance

**Aaron Vicari**  
Vice President of Sales Operations

**Alyse Schultz**  
Senior Human Resources Manager

**Beth Telesz, MSN, RN**  
Corporate Nurse Educator

**Fabien Pampaloni, MSN, RN**  
Corporate Nurse Educator

**Bruce Kolder**  
Senior Supply Chain Manager

**Mia Bywalski**  
Director of Marketing and Customer Service

**Amy DelCampo**  
Sales Manager

**Ashlee Shirley**  
Customer Service Supervisor

**Shawn Toth**  
Senior Facilities Technician

**Paul Nilson**  
Accounting Manager

**Janice Kish**  
Distribution Center Supervisor

**Tyler Dzugan**  
IT Manager

**Emily McCandless**  
Senior Tote Services Representative

**Pam Park**  
Senior Manager of Business Systems

**Jesse Dempsey**  
Purchasing Manager

# Our Products

These product lines combine to support our philosophy of "One Source, One Solution."

Pocket Nurse® has developed a strong presence in the healthcare education and medical simulation markets since its founding in 1992.

The company is uniquely positioned as nurse owned and operated. Along with President Anthony Battaglia, the Corporate Nurse Educators play an active role in product education for our Sales and Customer Service teams. Throughout its tenure in the marketplace, Pocket Nurse® has developed a niche market comprised of the following product areas.

## Pocket Nurse® Brand Products –

Private labeled and privately distributed healthcare products including: diagnostic equipment, medical surgical supplies, patient care products, lab furniture, respiratory products, wound care products, dressings, and patient assessment.



## Medication Management Solutions –

Empowering nurse educators with the ability to teach medication dispensing and inventory management using systems that closely mimic clinical solutions.



## Custom Totes –

Totes are a one-bag simulation solution for students. Designed specifically for nursing students and offered with pre-configured and custom bundles including: RN, LPN/LVN, EMT, Phlebotomy, Physical Assessment, Medication Administration, and IV Therapy.

## Medical Supplies and Equipment –

A large assortment of medical teaching supplies for healthcare simulation labs from leading manufacturers like: Welch Allyn®, Cardionics™, Hill-Rom®, Laerdal® Dynarex®, Kendall, Covidien, Laerdal, Gaumard®, and Simulaids.



## Demo Dose® Products –

The market share leader of simulated medication products including: medication dispensing systems, code drugs, parenteral medications, oral medications, IV fluids, simulated blood types, TPN fluids, MDI medications, and optic medications.



Through our relationships, Pocket Nurse® is not just seen as a strong brand, but regarded as a colleague, not just a business.

Customers provide input for product development, and we fulfill their requests.

# Community Involvement



## Education Scholarships

Pocket Nurse® is a leading supplier and proud supporter of healthcare education and simulation solutions for education. Pocket Nurse® has supported healthcare education since its inception in 1992. Each year, the Anthony Battaglia Scholarship Fund offers scholarship opportunities to exceptional nursing students, faculty, educators and Allied Health Professionals.

- **Pocket Nurse® / Pittsburgh Foundation Scholarship Fund**

This scholarship fund was created to assist qualified applicants to pursue their education in the fields of allied health, nursing, and nursing faculty. The Pittsburgh Foundation is comprised of endowment funds established by individuals, businesses, and organizations with a passion for charitable giving and a deep commitment to the Pittsburgh community.

- **International Nursing Association for Clinical Simulation and Learning (INACSL)**

- Anthony Battaglia Pocket Nurse® Scholarships

These scholarships support attendance at the annual INACSL conference. They are designed to stimulate interest and participation in the development and advancement of clinical simulation in nursing and learning resource centers. INACSL's mission is to advance the science of healthcare simulation.

- **Pocket Nurse® Scholarship for SimGHOSTS (Gathering of Healthcare Simulation Technology Specialists)**

These scholarships are designed to support participation in the development and advancement of those operating medical simulation labs, and they provide support for attendees of the SimGHOSTS USA conferences. SimGHOSTS is an organization dedicated to supporting individuals and institutions operating medical simulation technology and spaces through: hands-on training events, online resources, and professional development.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Simpson & McCrady LLC 310-330 Grant Street Suite 1320 Pittsburgh PA 15219-2233	<b>CONTACT NAME:</b> Lauren Brunner <b>PHONE (A/C, No, Ext):</b> (412) 261-2222 <b>E-MAIL ADDRESS:</b> lbrunner@simpson-mccrady.com	<b>FAX (A/C, No):</b> (412) 261-3437
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pocket Nurse Holdings, Inc 610 Frankfort Road Monaca PA 15061-2218	<b>INSURER A:</b> Phoenix Insurance Co	25623
	<b>INSURER B:</b> Travelers Indemnity of America	25666
	<b>INSURER C:</b> Travelers Property Casualty Co of America	25674
	<b>INSURER D:</b> Standard Fire Insurance Co.	19070
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 23/24 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			H-630-1A892654-PHX-23	05/28/2023	05/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded Employee Benefits \$ 1,000,000
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0N430339-23-I2-G	05/28/2023	05/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9K426608-23-I2	05/28/2023	05/28/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	UB-4K46473A-23-I2-G	05/28/2023	05/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Products liability			ZPP13R89131-19-I2	05/28/2023	05/28/2024	Limit \$5,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Region 4 7145 West Tidwell Road Houston TX 77092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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## Additional Named Insureds

### Other Named Insureds

DiaMedical USA

DiaMedical USA Equipment Inc.

DiaMedical USA Equipment, LLC

MedMattress.com

PNE Realty, LLC

Pocket Nurse Canada Holdings Inc

Pocket Nurse Enterprises, LLC

Simlabsolutions.com

Simulation Health Alliance, LLC

## ADDITIONAL COVERAGES

<b>Ref #</b>	<b>Description</b> Underinsured motorist combined single limit	<b>Coverage Code</b> UNCSL	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b> 1,000,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> PIP-Additional	<b>Coverage Code</b> APIP	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> WC & Employer's liability	<b>Coverage Code</b> WCEL	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b> 1,000,000	<b>Limit 2</b> 1,000,000	<b>Limit 3</b> 1,000,000	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> Expense constant	<b>Coverage Code</b> EXCNT	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> Premium discount	<b>Coverage Code</b> PDIS	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> Surcharges	<b>Coverage Code</b> SURC	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> Assessment Fund	<b>Coverage Code</b> ASMNT	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> Catastrophe	<b>Coverage Code</b> CATAS	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> Assigned risk add'l premium	<b>Coverage Code</b> ARAP	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> Loss constant	<b>Coverage Code</b> LCNT	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>
<b>Ref #</b>	<b>Description</b> Experience Mod Factor 1	<b>Coverage Code</b> EXP01	<b>Form No.</b>	<b>Edition Date</b>	
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>



***PLEASE NOTE:*** Due to the current global pandemic, we are not currently accepting returns on any Personal Protective Equipment (PPE) items. These items include but are not limited to: masks, face shields, gloves, isolation gowns, and hand and equipment sanitizers and cleansers. If you are not sure if the item you want to return is included in this temporary policy, please reach out to our customer service team via email at [cs@pocketnurse.com](mailto:cs@pocketnurse.com) or by phone at 1-800-225-1600.

Please review the policy below prior to submitting your return request.

#### **International Orders:**

Please note that all orders shipped outside the U.S. are final sale and non-refundable, and cannot be exchanged.

#### **Domestic Orders:**

A Return Merchandise Authorization (RMA) number **MUST** accompany all eligible returns. You may request a return authorization by clicking [here](#).

Eligible returns must be in merchantable condition. Merchantable condition is defined as Pocket Nurse's ability to return the item to its inventory for resale without special preparation, testing, handling or expense.

Should you need to make an eligible return pursuant to the terms of this Agreement, please contact Pocket Nurse's at 1-800-225-1600 between 8 a.m. and 6 p.m. EST within 30 days of receiving the product to secure an RMA.

Merchandise eligible for return MUST be returned within 30 days of the RMA number being issued.

Returned merchandise will not be accepted after 30 days of the RMA issue date and will be returned to the sender.

Once an RMA number is assigned it must be written on the shipping label to identify your return. You may select the shipping carrier of your choice for the return shipment and we suggest you opt in for insurance and package tracking as Pocket Nurse is not liable for any item that is lost, or damaged in transit.

Merchandise should be securely wrapped and returned in its ORIGINAL CARTON and the RMA number must be visible on the outside of the carton.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR MAKING THE MERCHANDISE AVAILABLE FOR PICKUP, INCLUDING WITHOUT LIMITATION MAKING SURE THE MERCHANDISE BEING RETURNED IS AVAILABLE FOR PICKUP AT THE DEPARTMENT/LOCATION WHERE THE DESIGNATED CARRIER USUALLY PICKS UP PACKAGES WITHIN YOUR ORGANIZATION.

There is a Minimum 20% restocking fee on ALL returned goods.

Once an authorized return is received and fully processed a credit will be issued in 7 to 10 business days.

#### **NON-RETURNABLE MERCHANDISE:**

- Temporarily: PPE Equipment. See above notice for more information.
- Custom Student Health Totes
- DVD Software
- CD Software
- Any product purchased on a "special order" basis.
- Products that are not stocked at our distribution center and ship directly from our vendor to you.

- Product that has been used, or opened, is only partially complete, stickered, marked, damaged, defaced, or is without all original packaging, labeling, package inserts, or operating manuals.
- Expired Product
- Items marked as “close out” or “final sale”.

## **DAMAGED SHIPMENT GUIDELINES**

### **In Stock Goods:**

- Any visible damage should be reported to Pocket Nurse at 1-800-225-1600 between 8 a.m. and 6 p.m. EST within 10 days of receipt by the customer.
- Pocket Nurse will assess the damaged product request, and determine how the damage claim will be remedied.
- Any damage claims reported after 10 days of receipt may not be honored or replaced.

### **Drop Shipments:**

- Any visible damage, however slight should be notated on the freight bill at time of delivery.
- No notation on the freight bill states you received the merchandise in good condition.
- If visible damage is noted, you may request the driver to do an immediate inspection.
- Customer has 10 days to report damage from time of delivery for claim to be filed. After 10 days no claim can be filed.
- Buyer’s failure to give timely notice of shortage or other errors in delivery shall constitute unqualified acceptance of such shipment, and a waiver of all such claims by buyer.

## **MISSING MERCHANDISE:**

- Please report all missing merchandise to Pocket Nurse at 1-800-225-1600 between 8 a.m. and 6 p.m. EST within 30 days of receipt.
- Occasionally orders do not ship complete. Before contacting Pocket Nurse please review your packing slip to determine what items were contained in each shipping carton.
- If your order contained a drop ship item or special order item, please be aware your merchandise may be shipping from the manufacturer at a later time, and not from Pocket Nurse.