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720 Broadway Street  
Alexandria MN 56308

bremer.com

September 6, 2019

**RE: Bio Company**

To Whom it May Concern:

Bio Company has requested that we furnish you with a letter of reference. Please be advised that we have had a satisfactory account relationship with subject company since 1997. Reviewing the past three years they have shown solid evidence of financial stability. Bio Company currently has a Line of Credit with our Bank in the low 7 figure range, and there is no outstanding balance on this Line of credit at this time. We have a very high regard for the management ability and financial integrity of this company.

If you have further questions, please contact me at 320-762-4707.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Olson".

Craig Olson  
Vice President Business Banking

CAO/ps



Bio Corporation  
3910 Minnesota St.  
Alexandria, MN 56308  
P: 3207639094  
F: 3207633858

E: [info@biologyproducts.com](mailto:info@biologyproducts.com)  
W: [biologyproducts.com](http://biologyproducts.com)

#### Exhibit B- Marketing Plan

Bio Corporation has been in business since 1991. It is an S Corporation business with an estimated amount of fifty employees. Ben Hedstrom is the President with William Wadd as Vice President. Our office location is located at 3910 Minnesota Street; Alexandria, MN 56308.

Our internal accounting program is a customized program. Invoicing is completed after shipment has left the warehouse. This process is completed daily Monday- Friday. We ship an estimated amount of 20,000 orders per year. We supply fully color printed catalogs to a mailing list and on demand.

When we are awarded a contract, all customer service is made aware. We send out emails, fully color printed mailings, and fully color printed catalogs to customers. We can advertise to the AEPA members by including them in our mailings and catalog list. We have new catalogs that are released once or twice a year. This catalog can also be emailed in a PDF or a website link also.

Not to mention that Bio Corporation has a website for current and future customers to visit. Our website lets customers create an account, view our products with prices, place orders 24/7, and chat with customer service Monday – Friday 6:00 am to 6:00 pm CST.

For your safety and satisfaction, each preserved specimen undergoes a triple quality control. This means we check for quality prior to preservation, after the curing process, and prior to shipping. We can our customers to have the highest quality available.

Our goal is to provide you with a superior quality product at the lowest price when you need it!

# State Signature Pages



PURCHASING COOPERATIVE

N/A

**BID BOND**

KNOW ALL BY THESE PRESENTS, That we \_\_\_\_\_  
Of \_\_\_\_\_

As principal, and \_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Washington, as surety, are held and firmly bond unto King County Directors Association in the full and penal sum of \_\_\_\_\_ for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The conditions of this bond are such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following, to wit:

Said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by King County Directors Association within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these present to be signed and sealed this \_\_\_\_\_ Day of \_\_\_\_\_.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Principal Surety

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

05/23/19

Taxpayer Identification# 411-735-287/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
BIO COMPANY INC

ADDRESS:  
3910 MINNESOTA ST  
ALEXANDRIA MN 56308

EFFECTIVE DATE:  
10/20/04

TRADE NAME:

SEQUENCE NUMBER:  
1098195

ISSUANCE DATE:  
05/23/19

  
Director  
New Jersey Division of Revenue

## NJ Business Registration Form

All vendors must have a valid Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey and prior to receiving the award of a contract with a public entity.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 202 TRENTON, NJ 08646-0202
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 01073	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/04	<i>John S. Tully</i> Acting Director	
FORM BRC(04) 11	This Certificate is NOT sellable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1095907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml> A valid Business Registration Certificate must be provided to the ESCNJ before the award of a contract can be made.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relive the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature   
Name Brianna DiMartino  
Title Bid Specialist  
Company name Bio Corporation  
Date 9/10/19

**To be completed and signed below**

**Return with bid**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

This form is to be completed and returned with the bid. However, the ESCNJ will accept in lieu of this Questionnaire, Affirmative Action Evidence attached but not stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.  Yes  
 No

*If yes*, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report.  Yes  
 No

*If yes*, please attach a copy of the certificate to this questionnaire.

3. If you answered "**NO**" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

[www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)

- Click on "Forms" and then "AA302" and "Instructions" under the heading "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 206  
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

## EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area

includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:**

**NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209 Telephone No. 1-609-292-5475**

**To download the AA-302 form, click this link:**

**[http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf)**

STATE OF NEW JERSEY  
Division of Purchases & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROMPTLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to <http://www.state.nj.us/purchase/contract/compliance/pdf/aa302hqs.pdf>

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY: \_\_\_\_\_

2. TYPE OF BUSINESS:  1. MFG.  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

5. MAIN OFFICE OR UNAFFILIATED COMPONENT (IF MORE, SO INDICATE):  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

6. MAIN OFFICE OR UNAFFILIATED COMPONENT (IF MORE, SO INDICATE):  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

7. CHECK ONE: IS THIS COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: \_\_\_\_\_

9. FEDERAL AGENCY ASSIGNMENT CONTRACT: \_\_\_\_\_

10. CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figure on all lines and in all columns. When data are not available in a particular category, enter a zero. Include ALL employees, not just those in industry-based activity categories, in columns 1, 2, & 3. DO NOT SUBMIT EEO-1 REPORT.

**SECTION B - EMPLOYMENT DATA**

JOB CATEGORIES	TOTAL (Col. 1 & 2)		BLACK (Col. 3)		ASIAN (Col. 4)		HISPANIC (Col. 5)		AMERICAN INDIAN (Col. 6)		PACIFIC ISLANDER (Col. 7)	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive/Managerial												
Professional												
Technician												
Sales/Marketing												
Office & Clerical												
Construction												
Operative												
Transportation												
Service Workers												
Unemployed												
TOTAL												
Total employment from previous report (if any)												
Total employees												

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  1. Visual Survey  2. Employee Record  3. Other (Specify): \_\_\_\_\_

13. IS THIS THE MOST RECENT INFORMATION?  1. YES  2. NO

14. IS THIS THE MOST RECENT INFORMATION?  1. YES  2. NO

**SECTION C - SIGNATURE AND CERTIFICATION**

15. NAME OF PERSON COMPLETING FORM (Print or Type): \_\_\_\_\_ TITLE: \_\_\_\_\_

16. ADDRESS NO. & STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ (AREA CODE NO. IN PARENTHESES)

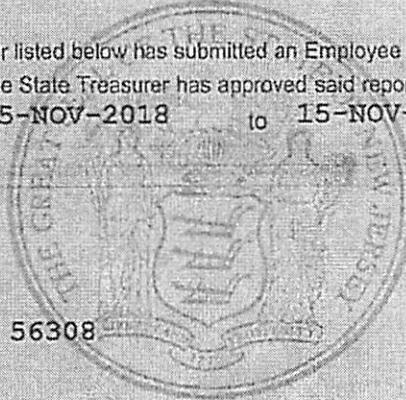
17. DATE: \_\_\_\_\_ NO. DAY YEAR

Certification 23888

**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-NOV-2018** to **15-NOV-2021**

BIO COMPANY  
3910 MINNESOLA STREET  
ALEXANDRIA MN 56308



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm Bio Corporation

Address 3910 Minnesota St

City, State, Zip Alexandria, MN 56308

Name of Authorized Agent Brianna DiMartino Title Bid Specialist

SIGNATURE Bri DiMartino Date 9/10/19

### Sample Certificate of Employee Information Report

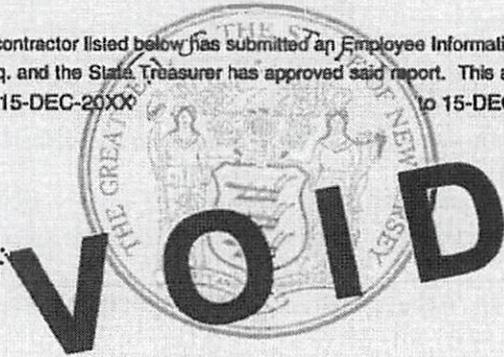
Certification 111XX

#### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

##### INITIAL

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-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.  
33 WEST STATE STREET  
TRENTON, NJ 08625



State Treasurer

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 nondiscrimination clause.

The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature   
Name Brianna Di Martino  
Title Bid Specialist  
Company name: Bio Corporation  
Date 9/10/19

**EXHIBIT B Return with bid if bidding on installation services**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**  
**N.J.A.C. 17:27-1.1 et seq.**  
**CONSTRUCTION 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 nondiscrimination clause.

The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) **EXHIBIT B** (Continued)

- (B) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (C) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) The contractor or subcontractor shall interview the referred minority or women worker.
    - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction

## EXHIBIT B (Continued)

trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below. (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- (D) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency

**EXHIBIT B (Continued)**

compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company Bio Corporation  
Signature Bri Di Martino  
Name Brianna Di Martino  
Title Bid Specialist  
Date 9/10/19

**RETURN WITH BID**  
**Educational Services Commission of New Jersey**  
**Business Office**  
 1660 Stelton Road  
 Piscataway, New Jersey 08854

**Chapter 271**  
**Political Contribution Disclosure Form**  
**(Contracts that Exceed \$17,500.00)**  
**Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Bio Corporation (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>
N/A			

The Business Entity may attach additional pages if needed.

**No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Bio Corporation (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify, that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Brianna DiMartino  
 Signature Bri DiMartino Title Bid Specialist  
 Business Entity Bio Corporation

## 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<sup>\*1</sup>
- 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.

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<sup>1</sup> 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."

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over 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.**

**P.L. 2005, c. 271**

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint\*)

**AN ACT** authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

**BE IT ENACTED** by the Senate and General Assembly of the State of New Jersey:

**40A:11-51** 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

**52:34-25** 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefore, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, 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, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a 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. When a business entity is other than a natural person, a contribution by

any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

**P.L. 2005, c. 271**

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

**19:44A-20.13 3.** a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a 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. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the 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, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

\*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 52:34-25.

To be completed and signed below.

Return with bid.

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: Bio Corporation

Organization Address: 3910 Minnesota St.

City, State, ZIP: Alexandria, MN 56308

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 Check**

the appropriate box

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
Bonnie Hedstrom	Alexandria, MN
William Wadd	Osakis, MN

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

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

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate 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
Bonnie Hedstrom	Alexandria, MN
William Wadd	Osakis, MN

**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 *ESCNJ* 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 the *ESCNJ* to notify the *ESCNJ* 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 *ESCNJ* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Brianna DiMartino	Title:	Bid Specialist
Signature:	<i>[Signature]</i>	Date:	9/10/19

**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.**

To be completed and signed below. Return with bid.

### Statement of Suspension or Debarment

STATE OF NEW JERSEY/ Minnesota  
Specify, of other

COUNTY OF Douglas

I, Brianna Di Martino of the (City, Town, Borough)

of Alexandria State of Minnesota of full age,

being duly sworn according to law on my oath depose and say that:

I am Bid Specialist of the firm  
of Bio Corporation the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor: Bio Corporation

(Company Name)

By: Ben Lillhardt

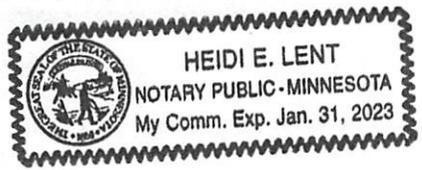
(Signature of authorized representative)

Subscribed and sworn to before me

This 10 day of September, 20 19.

[Signature]

(Seal) Notary Public of New Jersey/  
Specify Other State



My Commission expires 1/31 20 19.

**STATE OF NEW JERSEY - DIVISION OF PURCHASE AND PROPERTY**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Numbers

Bidder/Officer

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/bidcert.html>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, she 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.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (Chapter 25 List). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will sign Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidder personally, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name	Relationship to Bidder/Officer
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Officer Contact Name	Contact Phone Number

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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 am authorized to execute this certification on behalf of the bidder, that the State of New Jersey is relying on the information contained herein and that I am under a legal obligation that I am authorized to execute this certification through the completion of any contracts with 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 representation 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Do Not Enter Print as a Signature

To be completed and signed below.

Return with Bid

### Prevailing Wages Certification

It is the determination of the ESCNJ that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25. With the laws as they apply to the public agency.

#### CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

#### NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor

Has the Bidder or any person having an "interest" with the Bidder, been notified by the New Jersey Department of Labor by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

\*Yes \_\_\_\_\_

No  \_\_\_\_\_

\*If yes, please attach a signed document explaining any/or all administrative proceedings with the NJDOL within the last five (5) years.

Please include any pending administrative proceedings with the NJDOL, if any.

Name of Company

Bio Corporation

Authorized Agent

Brianna DiMartino

Authorized Signature

Brian Blaufc

# Contractor's Registration Evidence

Certificate Number  
629534

Registration Date: 03/13/2016  
Expiration Date: 03/12/2018



State of New Jersey

Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Eagle Mechanical, Inc.  
**2016**

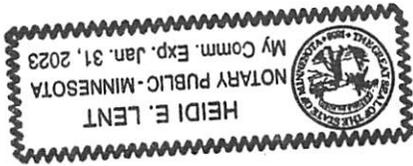
Responsible Representative(s):  
Henry S. Stronski Jr., CEO

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



Notary

\_\_\_\_\_  
\_\_\_\_\_  
Phone

DPHC 701 (3/15)

Notary Public

Sworn to and  
subscribed before me  
This 19 day of September  
20 19

\_\_\_\_\_  
Business Address

3910 Minnesota St  
Minnesota 55

Title

Bid Specialist

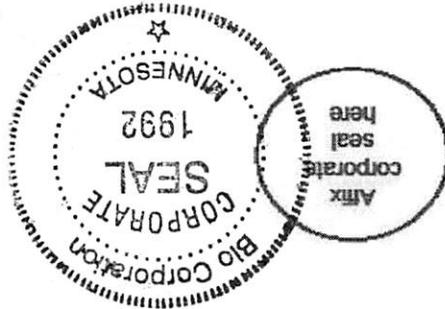
Signature

[Handwritten Signature]

Name of Firm

By Bio Corporation

Respectfully submitted,



(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)  
I Certify that the amount of uncompleted work on contracts is \$ \_\_\_\_\_  
The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17-19-2.13.  
I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

TOTAL AMOUNT OF  
UNCOMPLETED CONTRACTS

REPLY TO:  
TEL: (609) 943-3400  
FAX: (609) 292-7651

DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 W. STATE STREET  
PO BOX 034  
TRENTON, NEW JERSEY 08625-0034

State of New Jersey



To be completed and signed below. Return with bid, if bidding on installation

Return if Bidding on Installation

**EQUIPMENT CERTIFICATION**

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that Bio Corporation  
*Name of Company*

A) owns all the necessary equipment as required by the specifications and to complete the specified public work project.

or

B) \_\_\_\_\_ leases or controls all the necessary  
*(Name of Company)* equipment to complete the specified public work project.

**PLEASE NOTE:** If your company is not the actual owner of the equipment, **you shall submit with the bid**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company Bio Corporation

Authorized Agent Brianna Di Martino

Authorized Signature Bri Di Martino

Date 9/10/19



DPMC Contractor Classification (DPMC- 27)  
PO Box 042  
Trenton, NJ 08625-0042



*State of New Jersey*  
DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

## REQUEST FOR CLASSIFICATION

### ATTENTION CONTRACTOR

Enclosed is the Contractors Request for Classification Booklet (DPMC 27) which, when completed and submitted with the mandatory financial statement and other documentation provides the data required to post your firm on the active bid list for State projects described herein.

Please submit the completed application and all required documentation to this office. Upon review and approval of this application, your firm will be notified by mail of the effective and expiration dates, type of work, and rating assigned to your firm.

There is a non-refundable fee of \$100.00 which must be submitted with the application. All payments must be made on company checks (no-cash) made payable to "Treasurer, State of New Jersey". No application will be processed without the fee.

If you have any questions, please contact the Contractor Classification unit at (609) 943-3400 (and select #3) or access the DPMC web site at [www.state.nj.us/treasury/dpmc/](http://www.state.nj.us/treasury/dpmc/). NOTE: It is suggested that a photocopy of this completed form be retained for your records.

**ATTACHMENT B – NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Company Title: Bid Specialist  
Representative: Brianna Di Martino  
Signature: [Handwritten Signature]  
Date: 9/10/19



There are number of levels of authority that must take action during the entire procurement process and within each of these levels there are a number of checks and balances. Therefore, CES has made the determination, as it relates to complying with the Campaign Contribution Disclosure requirement, that even though the individuals listed below do not fall within the definition “Applicable public official” as defined in 13-1-191.1 NMSA 1978, in order to ensure that CES is in compliance with the intent of the requirements, the following have been identified as Name(s) of Applicable Public Official(s) if any that must be identified:

<u>Position</u>	<u>Representative</u>	<u>Member</u>
President, Region I	Kirk Carpenter	Aztec Municipal Schools
President Elect, Region VI	Dwain Haynes	Eunice Municipal Schools
Past President, Region VI	T.J. Parks	Hobbs Municipal Schools
Past President	None	
Region I	Daniel Benavidez	Zuni Public Schools
Region II	Dr. Lillian Torrez	Taos Municipal Schools
Region III	Andy Ortiz	Raton Public Schools
Secretary, Region IV	Teresa Salazar	Moriarty/Edgewood Schools District
Region V	Aaron McKinney	Tucumcari Public Schools
Region VI	LeAnne Gandy	Lovington Municipal Schools
Treasurer, Region VII	Brenda Vigil	Tularosa Municipal Schools
Region VIII	Loren Cushman	Animas Public Schools
New Mexico Coalition of Charter Schools	Matt Pahl	Executive Director
New Mexico Association of Community Colleges (NMACC)	Edward Desplas	Two Year Community Colleges
New Mexico Coalition of Educational Leaders (NMCEL)	Stan Rounds	Executive Director
New Mexico School Boards Association (NMSBA)	Joe Guillen	Executive Director
New Mexico Public Education Department (NMPED)	Adan Delgado	PED
Commission of Higher Ed	Penny Garcia	ENMU

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of

individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter- in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: N/A  
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: N/A

Relation to Prospective Contractor: N/A

Date Contribution(s) Made: N/A

Amount(s) of Contribution(s) N/A

Nature of Contribution(s) N/A

Purpose of Contribution(s) N/A

(Attach extra pages if necessary)

Ben S. Martz  
Signature

9/10/19  
Date

Bid Specialist  
Title (position)

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Don [Signature]

Signature

Bid Specialist

Title (Position)

9/10/19

Date

--OR--

available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: Brianna Di Martino (signature)

Print Name: Brianna Di Martino

Title: Bid Specialist

Date: 9/10/19

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: Bio Company Inc

Doing Business As: Name (If Different): Bio Corporation

Tax Identification Number: 41-1735287

Address: 3910 Minnesota St. Alexandria, MD 20308

Telephone: 8002229094 FAX: 8003329094

**INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS**

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.





## Part D - Questionnaire

AEPA IFB 020-C

Digital Resources & Instructional Materials

### Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Bidders must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "**Part D – Questionnaire – Name of Bidding Company**".
5. Submit Part D, along with other required documents in Public Purchase.

**The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D – Questionnaire – Name of Bidding Company":**

Company Information

Service Questionnaire

Exceptions

Deviations

## Company Information

Name of Bidding Company: Bio Company Inc dba Bio Corporation

Company Address: 3910 Minnesota Street

City, State Zip code: Alexandria, MN 56308

Website: biologyproducts.com

Contact Person: Brianna DiMartino

Title: Bid Specialist

Phone: 800-222-9094

Email: info@biologyproducts.com

## Background

*Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or, which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or, has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a:        public company        X privately owned company

In what year was this business started under its present name? 1991

Under what additional, or, former name(s) has your business operated? N/A

Is this business a corporation?        No        X Yes. If yes, complete the following:  
Date of Incorporation: 1/1/1991  
State of Incorporation: Minnesota  
Name of President: Bennie Hedstrom  
Name(s) of Vice President(s): William Wadd  
Name of Treasurer: N/A  
Name of Secretary: N/A

Is this business a partnership?        X No        Yes. If yes, complete the following:  
Date of Partnership: \_\_\_\_\_  
State Founded: \_\_\_\_\_  
Type of Partnership, if applicable: \_\_\_\_\_  
Name(s) of General Partner(s): \_\_\_\_\_

Is this business individually owned?        X No        Yes. If yes, complete the following:  
Date of Purchase: \_\_\_\_\_  
State Founded: \_\_\_\_\_  
Name of Owner/Operator: \_\_\_\_\_

Is this business different from those identified above?  No  Yes  
 If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women owned?  No  Yes

Is this business minority owned?  No  Yes

Does this business have an Affirmative Action Plan/Statement?  No  Yes

### Business Headquarter Location

**Business Address** 3910 Minnesota Street  
**City, State Zip code** Alexandria, MN 56308  
**Phone** 800-222-9094  
**How long at this address?** 10 years

### Business Branch Location(s)

**Branch Address** 3911 Nevada St SW  
**City, State Zip code** Alexandria, MN 56308  
**Branch Address** N/A  
**City, State Zip code**  
**Branch Address** N/A  
**City, State Zip code**  
**Branch Address** N/A  
**City, State Zip code**

*\*If more branch locations exist, insert information here or add another sheet with the above information.*

## Sales History

Provide your business's annual sales for 2017, 2018, and 2019 YTD in the United States by the various public segments.

	2017	2018	2019 YTD
K-12 (public & private), Educational Service Agencies	4 Million	4 Million	3 Million
Higher Education Institutions	2 Million	2 Million	1.2 Million
Counties, Cities, Townships, Villages	0	0	0
States	0	0	0
Other Public Sector & Non-profits	0	0	0
Private Sector	10,000	10,000.00	7500.00
<b>Total</b>	<b>6,010,000.00</b>	<b>6,010,000.00</b>	<b>4,207,500.00</b>

## Work Force

**Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Rebecca Hedstrom	Manager	800-222-9094	becky@biologyproducts.com
Sales Manager	Rebecca Hedstrom	Manager	800-222-9094	becky@biologyproducts.com
Customer & Support Manager	Rebecca Hedstrom	Manager	800-222-9094	becky@biologyproducts.com

Distributors, Dealers, Installers, Sales Reps	N/A			
Consultants & Trainers	N/A			
Technical, Maintenance & Support Services	N/A			
Quotes, Invoicing & Payments	Brianna DiMartino or General Customer Service	Bid Specialist	800-222-9094	info@biologyproducts.com
Warranty & After the Sale	General Customer Service	General Customer Service	800-222-9094	info@biologyproducts.com
Financial Manager	Rebecca Hedstrom	Manager	800-222-9094	becky@biologyproducts.com

**Sales Force:** Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
0	Alexandria	MN

**Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Sales Support	Alexandria	MN
Distribution Centers	Alexandria	MN
Service- N/A		

## Marketing

**Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the Email column.)*

Name	Title	Phone	Email
Rebecca Hedstrom	Manager	800-222-9094	becky@biologyproducts.com
Brianna DiMartino	Bid Specialist	800-222-9094	info@biologyproducts.com

**Marketing Activities:** Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2018- 2019 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

Bio Corporation attends the following conventions: NABT, NSTA, and CAST. We also send out catalogs to a mass mailing group and on demand plus sending out catalogs when we are awarded a contract. We also send direct emails and mail. Plus Bio Corporation offers our website to our customers which is biologyproducts.com.

**Cooperative Marketing:** Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain in full color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder’s website.

Please see Exhibit B- Marketing Plan

**Sales Training:** Explain how your business will educate your salesforce staff on the AEPA contract including timing, methods, etc.

Our employees are trained upon hiring by upper management that is customized for that position. Then once employee is fully training on that position, training is as-needed.

### **Environmental Initiatives**

Describe how your products and/or services support environmental goals.

Bio Corporation follows all local, state, and federal regulations.

Describe the business’s “green” objectives (i.e. LEED, reducing footprint, etc.).

N/A

### **Independent Subcontractors, Distributors, Installers, etc.**

If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

**Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

Bio Corporation does not work with subcontractors and installers.

**Current Subcontractors, Distributors, Installers, etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Bio Corporation does not work with subcontractors and installers.

## Disclosures

**Line of Credit Letter or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2016, 2017 and 2018). This letter should state the line of credit as a range (i.e. "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.

Alternatively, Bidders may choose to send the Letter of Line of Credit and/or Annual Report by email directly to the AEPA Executive Director, George Wilson, at [georgewilson.aepa@outlook.com](mailto:georgewilson.aepa@outlook.com). The Letter of Line of Credit and/or Annual Report must be received by the Executive Director before the due date and time of the bid opening.

**Legal: Does this business have actions currently filed against it?**        X   No                 Yes

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

## References

Provide contact information of your business's five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1. Educational Data Services	John O'Connor		973-321-9381	<a href="mailto:JohnO@ed-data.com">JohnO@ed-data.com</a>
2. Cypress Fairbanks ISD	Olivia Ledesma	Bid Coordinator	281-897-4578	<a href="mailto:olivia.ledesma@cfisd.net">olivia.ledesma@cfisd.net</a>
3. 2013 Purchasing Coop	Jim Metzger	Business Services	210-370-5200	<a href="mailto:jim.metzger@esc20.net">jim.metzger@esc20.net</a>
4. Consolidated High School	John Lavelle	Asst. Superintendent for Business Services	708-745-5241	<a href="mailto:jlavelle@d230.org">jlavelle@d230.org</a>
5. San Jacinto College	Cheryl McPherson	Biology Lab Supervisor	281-922-3439	<a href="mailto:Cheryl.mcpherson@sjcd.edu">Cheryl.mcpherson@sjcd.edu</a>



Does this business have online customer support options? \_\_\_\_\_ **No**      X   **Yes**

Does this business have a toll-free customers support phone option? \_\_\_\_\_ **No**      X   **Yes**

Does this business offer local customer and support service options?   X   **No**    \_\_\_\_\_ **Yes**

**Training:** If applicable, does this business offer customer training for the products and services sold? \_\_\_\_\_   X   **No**    \_\_\_\_\_ **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.  
Click or tap here to enter text.

---

**Pricing:**

Is your pricing methodology guaranteed for the term of the contract?   X   **No**    \_\_\_\_\_ **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? \_\_\_\_\_ **No**      X   **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A?   X   **No**    \_\_\_\_\_ **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? \_\_\_\_\_ **No**      X   **Yes**

**Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? \_\_\_\_\_ **No**      X   **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

- X   Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.
- \_\_\_\_\_ Pricing is LESS THAN individual customer and/or cooperatives. Lower by \_\_\_\_\_%

**Cooperative Contracts:** Does your business currently have contracts with other cooperatives (local, regional, state, national)? \_\_\_\_\_ **No**      X   **Yes**

If YES, identify which cooperative and the respective expiration date(s).  
TIPS: #170804 expires 10/29/2020, #180902 expires 11/15/2021. ESC Region 5:#20190402 expires 5/31/2020, #20190502 expires 5/31/2020. ESC Region 7:#SCI1819 expires 12/31/2019. ESC Region 18:#R18-2019-03-00009 expires 6/30/2020. ESC Region 6:#13.19 expires 6/30/2020,#18.19 expires 6/30/2020, #20.19 expires 6/30/2020. ESC Region 3:#03-162-17 expires 4/10/2020, #03-284-19 expires 7/31/2020. MRPC: # 2019-02 expires 8/31/2020. Region 2:#19-20 6E000 expires 5/31/2020, 19-20 6K00 expires 2/29/2020. Buyboard:#573-18 expires 10/31/2019.

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Bio Corporation only markets contracts to members who are already part of a contract.

**Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

X	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes <b>ALL</b> (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

<b>Shipping &amp; Handling: Orders that are \$50.00 or more shall include shipping and handling.</b> What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?	<b>20%</b>
---	------------

**Product Returns:** Does your business have a return policy?  No  Yes

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

Please call for more details. It is different for each product. We do not charge a restocking fee.

**Payment Terms:** Will your business offer AEPA buyer's a quick pay discount?  No  Yes

If YES, what is the discount? \_\_\_\_\_ %Net

**Leasing:** Does your business offer leasing arrangements under this bid?  No  Yes

If Yes, please indicate the rate factor and other cost factors below.

**If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**

Responsibilities of an AEPA Vendor Partner	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	

3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)		X
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).		X
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

# Deviations

**Definition:** Deviations can be defined as a major variance, change, or substitution submitted by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of this solicitation.

**Instructions:**

1. If “no” is marked with an “X” below, complete this form by signing it at the bottom.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder’s name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state or federal laws cannot be accepted under this bid.

	<b>No</b> , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB.
X	<b>Yes</b> , this bidder has the following deviations to the specifications listed in Part B of this IFB.

Outline Number Part B	Specification (describe)	Details of Deviation
	Free Shipping	Free UPS Ground Shipping on orders over \$50.00
	Items not included in bid	Pail packing on preserved specimen
	Items not included in bid	Live materials
	Discount	5% off current catalog



Bio Corporation  
3910 Minnesota St.  
Alexandria, MN 56308  
P: 3207639094  
F: 3207633858

E: [info@biologyproducts.com](mailto:info@biologyproducts.com)  
W: [biologyproducts.com](http://biologyproducts.com)

#### Exhibit B- Marketing Plan

Bio Corporation has been in business since 1991. It is an S Corporation business with an estimated amount of fifty employees. Ben Hedstrom is the President with William Wadd as Vice President. Our office location is located at 3910 Minnesota Street; Alexandria, MN 56308.

Our internal accounting program is a customized program. Invoicing is completed after shipment has left the warehouse. This process is completed daily Monday- Friday. We ship an estimated amount of 20,000 orders per year. We supply fully color printed catalogs to a mailing list and on demand.

When we are awarded a contract, all customer service is made aware. We send out emails, fully color printed mailings, and fully color printed catalogs to customers. We can advertise to the AEPA members by including them in our mailings and catalog list. We have new catalogs that are released once or twice a year. This catalog can also be emailed in a PDF or a website link also.

Not to mention that Bio Corporation has a website for current and future customers to visit. Our website lets customers create an account, view our products with prices, place orders 24/7, and chat with customer service Monday – Friday 6:00 am to 6:00 pm CST.

For your safety and satisfaction, each preserved specimen undergoes a triple quality control. This means we check for quality prior to preservation, after the curing process, and prior to shipping. We can our customers to have the highest quality available.

Our goal is to provide you with a superior quality product at the lowest price when you need it!



720 Broadway Street  
Alexandria MN 56308

bremer.com

September 6, 2019

**RE: Bio Company**

To Whom it May Concern:

Bio Company has requested that we furnish you with a letter of reference. Please be advised that we have had a satisfactory account relationship with subject company since 1997. Reviewing the past three years they have shown solid evidence of financial stability. Bio Company currently has a Line of Credit with our Bank in the low 7 figure range, and there is no outstanding balance on this Line of credit at this time. We have a very high regard for the management ability and financial integrity of this company.

If you have further questions, please contact me at 320-762-4707.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Olson".

Craig Olson  
Vice President Business Banking

CAO/ps



Association of Educational  
PURCHASING AGENCIES

## Part E – Signature Forms

AEPA IFB 020-C

Digital Resources & Instructional Materials

### Instructions

Contained herein are forms that require a signature from an authorized person at your company. All items found within this document are mandatory. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as non-responsive.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Bidding Company" (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

**AEPA does not allow electronic signatures.**

\*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1), single PDF titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – *\*signature required*

Bid Affidavit – *\*signature required*

Acceptance of Bid & Contract Award – *\*signature required*

# Uniform Guidance “EDGAR” Certification Form

## 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All bidders submitting proposals must complete this EDGAR Certification form regarding the bidder’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Bidder will certify its agreement and ability to comply, where applicable, by having the bidder’s authorized representative check, initial the applicable boxes, and sign the acknowledgement at the end of this form. If a bidder fails to complete any item of this form, AEPA will consider and may list the response, as the bidders is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the bidder using federal funds.

### 1. Violation of Contract Terms and Conditions

Provisions regarding bidder default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the bidder and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the bidder. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay bidder for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the bidder’s return policy. If the participating agency has paid the bidder for goods and services provided as the date of termination, bidder shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the bidder, the participating agency’s provision shall control.

### 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Bidder agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and bidder agrees that it shall comply with such provision.

#### **4. Davis Bacon Act**

When required by Federal program legislation, bidder agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, bidder shall comply 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, bidder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, bidder shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Bidder agrees that, for any purchase to which this requirement applies, the award of the purchase to the bidder is conditioned upon bidder's acceptance of wage determination.

Bidder further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

#### **5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, bidder agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, bidder is 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 the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient 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.

#### **7. Clean Air Act and Federal Water Pollution Control Act**

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 sub grants 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). When required, bidder agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

## **8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that the bidder is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the bidder if bidder is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **9. Byrd Anti-Lobbying Amendment**

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

## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, bidder agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, bidder agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, bidder agrees that the total price, including profit, charged by the bidder to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the bidders contract with AEPA.

## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, bidder agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Bidder Certification (By Item)	Bidder Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	FD
2. Termination for Cause of Convenience	YES	FD
3. Equal Employment Opportunity	YES	FD
4. Davis-Bacon Act	YES	FD
5. Contract Work Hours and Safety Standards Act	YES	FD
6. Right to Inventions Made Under a Contract or Agreement	YES	FD
7. Clean Air Act and Federal Water Pollution Control Act	YES	FD
8. Debarment and Suspension	<del>NO</del> YES	FD
9. Byrd Anti-Lobbying Amendment	YES	FD
10. Procurement of Recovered Materials	YES	FD
11. Profit as a Separate Element of Price	YES	FD
12. General Compliance with Participating Agencies	YES	FD

Bio Corporation

Name of Business

*Brian Di Martino*

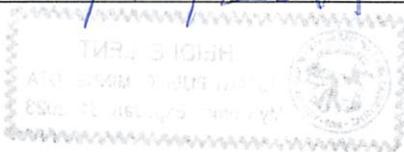
Signature of Authorized Representative

Brianna Di Martino

Printed Name

9/10/2019

Date



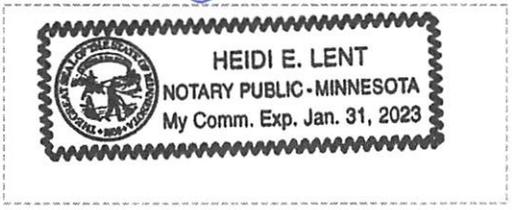
# Bid Affidavit

**Instructions:** This form must be signed by the business's authorized representative and notarized below. If awarded, the Bidder is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other bidder, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the bidder is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved and have included all information that is required of these bid forms.

Brianna DiMartino 3910 Minnesota St  
Authorized Representative (Please print or type) Mailing Address  
Bid Specialist Alexandria, MN 56308  
Title (Please print or type) City, State, Zip  
[Signature] 9/10/2019  
Signature of Authorized Representative Date

Subscribed and sworn to before me this 10 day of September  
Notary Public in and for County of Douglas State of Minnesota  
My commission expires on 1/31/2023 Signature [Signature]



Enter Notary Stamp

## Bid Checklist

**Instructions:** Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their specified/required format, by the due date and time listed for this IFB. Bid submissions not following the specified/required format may result as being marked non-responsive and may not be considered for evaluation. Bidders are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the IFB deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Bidder must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
X	<b>Bid Bond – if Required, see Part B if applicable.</b>	Upload PDF copy. The original <u>must</u> be received by Oakland Public Schools by due date and time.	Send to Oakland Public Schools.
X	<b>Part C – State Specific Forms – Name of Bidding Company</b>	Single, Scanned PDF	<b>Required. Signatures Required.</b>
X	<b>Part D - Questionnaire – Name of Bidding Company</b> Includes: <ul style="list-style-type: none"> <li>• Company Information</li> <li>• Service Questionnaire</li> <li>• Exceptions</li> <li>• Deviations</li> </ul>	Single, Scanned PDF	<b>Required.</b>
X	<b>Part E – Signature Forms – Name of Bidding Company</b> Includes: <ul style="list-style-type: none"> <li>• Uniform Guidance “EDGAR” Certification</li> <li>• Bid Affidavit</li> <li>• Acceptance of Bid &amp; Contract Award</li> </ul>	Single, Scanned PDF	<b>Required. Signatures required.</b>
X	<b>Part F – Pricing Schedule – Name of Bidding Company</b>	Excel Workbook	<b>Required.</b>
X	<b>Exhibit A – Annual Report/Letter of Credit – Name of Bidding Company</b>	Scanned PDF	<b>Required.</b> Not provided by AEPA, Bidder Created
X	<b>Exhibit B – Marketing Plan – Name of Bidding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Bidder Created
X N/A	<b>Exhibit C – Warranties, Additional Services – Name of Bidding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Bidder Created
X N/A	<b>Exhibit D – Additional Discounts – Name of Bidding Company</b>	Scanned PDF	<b>Optional.</b> Not provided by AEPA, Bidder Created



### Acceptance of Bid & Contract Award

**Instructions:** PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

#### PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Bio Corporation</u>	Date	<u>9/10/19</u>
Address	<u>3910 Minnesota St</u>	City, State Zip	<u>Alexandria, MN 56308</u>
Contact Person	<u>Brianna Di Martino</u>	Title	<u>Bid Specialist</u>
Authorized Signature	<u>Bri Di Martino</u>	Title	<u>Bid Specialist</u>
Email	<u>info@biologyproducts.com</u>	Phone	<u>800-222-9094</u>

#### PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2021, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)		Or March 1, 2020



**Association of Educational Purchasing Agencies**  
**Tabulation Report IFB #020-C - Digital Resources &**  
**Instructional Materials**  
**Vendor: Bio Company Inc**

**General Comments:**

**General Attachments:** Exhibit A- Letter of Credit- Bio Corporation.pdf  
Exhibit B- Marketing Plan Bio Corporation.pdf  
Part C- Signature Forms- Bio Corporation.pdf  
Part D- Bio Corporation.pdf  
Part E- Signature Forms- Bio Corporation.pdf  
Part F.1-F.4- Bio Corporation.pdf