

Table of Contents

Part D - Questionnaire - Capitol Electronics Inc.....	1
Part E - Signature Forms - Capitol Electronics Inc.....	13
Tabulation By Vendor RFP#021-G.....	21

Part D - Questionnaire

AEPA RFP 021 - G

Security Solutions

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. Respondents 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 Responding 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 Responding Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company:	Capitol Electronics, Inc.
Company Address:	2680 E Main Street, Suite 117
City, State Zip code:	Plainfield, IN 46168
Website:	https://www.capitolelectronics.com/products/response-technologies/
Contact Person:	Mary McGhiey
Title:	Business Development Manager
Phone:	317-413-2338
Email:	mmcghiey@capitolelectronics.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 respondent 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:	<u> </u> public company	<u> x </u> privately owned company
In what year was this business started under its present name?	<u>1990</u>	
Under what additional, or, former name(s) has your business operated?	<u>Capitol Electronics Sales Inc.</u>	

Is this business a corporation?	<u> </u> No	<u> x </u> Yes. If yes, complete the following:
Date of Incorporation:	<u>April 25, 1990</u>	
State of Incorporation:	<u>Indiana</u>	
Name of President:	<u>Richard E. Putt</u>	
Name(s) of Vice President(s):	<u>none</u>	
Name of Treasurer:	<u>none</u>	
Name of Secretary:	<u>none</u>	

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?	No	x	Yes. If yes, complete the following:
Date of Purchase:	October 1, 2008		
State Founded:	Indiana		
Name of Owner/Operator:	Richard E. Putt		

Is this business different from those identified above? x 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? x No Yes

Is this business minority owned? x No Yes

Does this business have an Affirmative Action plan/statement? No x Yes

Business Headquarter Location

Business Address 2680 E Main Street, Suite 117
 City, State Zipcode Plainfield, IN 46168
 Phone 317-839-5022
 How long at this address? 5 years

Business Branch Location(s)

Branch Address none
 City, State Zipcode
 Branch Address
 City, State Zipcode
 Branch Address
 City, State Zipcode
 Branch Address
 City, State Zipcode

**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 2018, 2019, and 2020 YTD in the United States by the various public segments.

	2018	2019	2020 YTD
K-12 (public & private), Educational Service Agencies	*	\$12,537.60*	\$337,026.00*
Higher Education Institutions	\$121,255.56	\$100,426.25	\$53,013.57
Counties, Cities, Townships, Villages	\$4,234,348.48	\$4,496,405.43	\$1,501,509.62
States			
Other Public Sector & Non-profits			\$42,084.92
Private Sector	\$4,553,513.86	\$4,817,767.83	\$1,933,889.34
Total	\$8,909,117.90	\$9,427,137.11	\$3,867,523.45

*Capitol Electronics has been selling and consulting in the public safety market since 1990; we began our partnership with Response Technologies, September 2019. Response Technologies has been selling/servicing the K-12 Education market for 20-years.

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	Dick Putt	President/Owner	513-919-8161	dputt@capitolelectronics.com
Sales Manager	Mary McGhiey	Business Development Mgr.	317-413-2338	mmcghiey@capitolelectronics.com
Customer & Support Manager	Leslie Caulk	Inside Sales/Admin Support	317-759-7337	lcaulk@capitolelectronics.com
Distributors, Dealers, Installers, Sales Reps	Mary McGhiey	Business Development Mgr.	317-413-2338	mmcghiey@capitolelectronics.com
Consultants & Trainers	Mary McGhiey	Business Development Mgr.	317-413-2338	mmcghiey@capitolelectronics.com

Technical, Maintenance & Support Services	Mary McGhiey	Business Development Mgr.	317-413-2338	mmcghiey@capitolelectronics.com
Quotes, Invoicing & Payments	Linda Stiers	Office Manager	513-608-9057	lstiers@capitolelectronics.com
Warranty & After the Sale	Mary McGhiey	Business Development Mgr.	317-413-2338	mmcghiey@capitolelectronics.com
Financial Manager	Linda Stiers	Office Manager	513-608-9057	lstiers@capitolelectronics.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
4	Plainfield	IN
1	Chesterland	OH
1	Evans City	PA
1	Gainsville	GA

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
Customer Service	Indianapolis	IN
Manufacturing/Distribution	Cincinnati	OH
Sales	Carmel	IN

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
Mary McGhiey	Business Development Manager	317-413-2338	mmcghiey@capitolelectronics.com

Marketing Activities: Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in **Fiscal Year 2019– 2020 (July 1 – June 30)**. List all conventions, conferences and other events at which this company exhibited.

Oklahoma Gas Association Conf., US Attorney General Law Enforcement Training Conf., The Construction and Maintenance Institute Conf., Emergency Alliance of Indiana Conf., Indiana Association of School Principals, Wyoming Department of Corrections Training, United Professional Horsemen Assoc. Trade Show, Cincinnati Facilities Maintenance Expo, NW Oklahoma Emergency Managers Training Conf., South Carolina EMA Conf., Indiana Facilities Mgmt, North Carolina EMA Conf., Emergency Mgmt for Georgia Conf., West Virginia Safety Expo, Partners in Preparedness MS, Governor's Hurricane Conf. FL, Emergency Management for Ohio, Alabama Disaster Preparedness, Kentucky Emergency Services Conf., PA Keystone NENA, WV Interoperability SIRM, WV Energy Expo, Core Technology MI, Tennessee All Hazards EMA, Indiana EMA Conf.

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 Respondent's website.

A multifaceted marketing campaign will include, but not limited to, social media, email campaigns, targeted marketing, and a dedicated AEPA web page with downloadable content on the CEI website. Please see Exhibit B for details.

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

Our company holds an annual in-person training meeting as well as weekly Zoom meetings. When a new initiative begins, a kick-off training webinar is held. At the onset of the new initiative, a weekly review happens via conference call or Zoom meeting, whichever best fits the goal of the time spent together. From there, a meeting schedule is set if more discussion/training is needed above the weekly company Zoom meetings.

Environmental Initiatives

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

The emergency notification system components are assembled in the United States, which decreases consumption of non-renewable resources needed for transportation. Components are made with the least amount of waste with materials being recycled. Additionally, a customizable, base model is utilized to reduce products becoming outdated while sitting on a shelf.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

By always using home offices for our staff, Capitol Electronics has been green because employees do not have a work commute. We conduct most of our business electronically – correspondence, quotation submissions, requested documentation, etc – unless specified in a bid or upon the request of a client to reduce paper consumption.

Independent Subcontractors, Distributors, Installers, etc.

If the Respondent 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.

Not applicable.

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 RFP). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

For all security system installations, Capitol Electronics will subcontract with Response Technologies. We are in a reseller partnership with Response Technologies and they only use their employees for installations.

Disclosures

Financial Health (REQUIRED): AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2017, 2018, 2019), a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

We will submit information directly to George Wilson as provided in the RFP prior to closing date.

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.

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

Agency	Name	Title	Phone Number	Email
1. Indianapolis, Indiana	Dennis Peters	EMA Director/PD Liaison	317-506-1297	p0262@indygov.org
2. Sevier County Tennessee	Joe Ayers	EMA Director	865-453-4919	jayers@seviercountyttn.gov
3. NOAA-Southern Div. Texas	Steve Davis	Field Engineering Tech	806-412-3938	steven.davis@noaa.gov
4. Montgomery County Ohio	Jeff Jordan	EMA Director	937-224-8936	jordanj@mcchio.org
5. City of Augusta, Georgia	Mie Lucas	Deputy EMA Director	706-821-2300	dlucas@augustaga.gov

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications.**

AEPA Member States	Participating in this bid category?	Has the bidding company sold products/services in these states for the past three (3) years? (Yes or No)	If awarded, which states does the bidding company propose to sell in? (Place an X where applicable)	Indicate which states the bidding company has sales reps, distributors or dealers in. (Place an X where applicable)
California		yes	x	
Colorado		yes	x	
Connecticut		yes	x	
Florida		yes	x	x
Illinois		yes	x	x
Indiana		yes	x	x
Iowa		yes	x	
Kansas		yes	x	
Kentucky		yes	x	x
Massachusetts		yes	x	
Michigan		yes	x	x
Minnesota		yes	x	
Missouri		yes	x	
Montana		yes	x	
Nebraska		yes	x	
New Jersey		yes	x	
New Mexico		yes	x	
North Dakota		no	x	
Ohio		yes	x	x
Oregon		yes	x	
Pennsylvania		yes	x	x
Texas		yes	x	
Virginia		yes	x	
Washington		yes	x	
West Virginia		yes	x	x
Wisconsin		yes	x	
Wyoming		no	x	

e-Commerce: Does this business have an e-commerce website? x No Yes

If YES, what is the website?

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this RFP.

Does this business have online customer support options? No x Yes

Does this business have a toll-free customers support phone option?	<u> </u>	No	<u> x </u>	Yes
Does this business offer local customer and support service options?	<u> x </u>	No	<u> </u>	Yes

Training: If applicable, does this business offer customer training for the products and services sold? **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.

Training is provided at the time of installation to the System Administrator(s) for setting up, updating, and maintaining the alerting system. Protocol training on when to use the system is a matter of each organization's formal policy and we cannot dictate their emergency protocol. We will share best practices as it relates to sensor type and sensor placement.

Pricing:

Is your pricing methodology guaranteed for the term of the contract?	<u> </u>	No	<u> x </u>	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	<u> </u>	No	<u> x </u>	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	<u> x </u>	No	<u> </u>	Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	<u> x </u>	No	<u> </u>	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?	<u> </u>	No	<u> x </u>	Yes
--	-------------------	-----------	----------------------	------------

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

 Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

 x Pricing is LESS THAN individual customer and/or cooperatives. Lower by 7.75 %

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)?	<u> </u>	No	<u> x </u>	Yes
---	-------------------	-----------	----------------------	------------

If YES, identify which cooperative and the respective expiration date(s).

Cooperative Purchasing Agency, A Division of North Georgia RESA, Northeast Georgia RESA and Pioneer RESA - expires June 30, 2021.

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)?

AEPA will be our marketing focus due to the number of states and advantages of being in the larger cooperative.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "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.
x	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 ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

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

Product Returns: Does your business have a return policy? _____ **No** **x** **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).

No goods may be returned without Seller's permission via a returned material authorization (RMA) number. Seller assumes no responsibility for return shipments made without permission. In issuing credit for such shipments, Seller reserves the right to deduct a restocking charge dependent on the Seller's ability to recondition and resell the returned Goods. 25% Equipment restocking fee.

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

If YES, what is the discount? _____ %Net

Leasing: Do your business offer leasing arrangements under this bid? _____ **No** **x** _____ **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	

Exceptions

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 exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the respondent's name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this bid.

x	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this RFP.
	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this RFP.

RFP Section and Page Number	Outline Number	Term and Condition	Exception

Deviations

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 respondent'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.

x	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this RFP.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this RFP.

Outline Number Part B	Specification (describe)	Details of Deviation

Part E – Signature Forms

AEPA RFP 021-G

Security Solutions

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 Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

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

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent 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 Respondent 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 Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, 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. Respondent 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 Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent 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, Respondent 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, Respondent 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. Also, Respondent 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. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent 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, Respondent 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, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides 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 subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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, Respondent 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 recovery, 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, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a 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.

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

Capitol Electronics

Name of Business



Signature of Authorized Representative

Richard E Putt

Printed Name

August 28, 2020

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent 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 Respondent), 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 Respondents, 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 Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents 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 Respondent, 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 Respondent, nor any officer, director, partner, member or associate of the Respondent, 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 Respondent or any person on his behalf has examined and understands the terms, conditions, the 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 Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the 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 Respondent 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.

Richard E Putt

2680 E Main St.

Authorized Representative (Please print or type)

Mailing Address

President

Plainfield, In 46168

Title (Please print or type)

City, State, Zip

August 28, 2020

Signature of Authorized Representative

Date

Subscribed and sworn to before me this

28th

day of

August

Notary Public in and for County of

Hamilton

State of

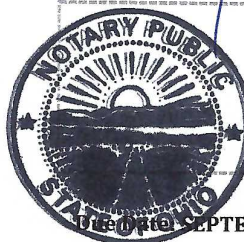
Ohio

My commission expires on

May 27, 2024

Signature

Nina M. Mark



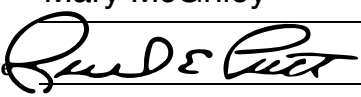
NINA M. MARK
Notary Public, State of Ohio
My Commission Expires
May 27, 2024

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent 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 Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, 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 OR RFP and any written exceptions to the bid. The 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 Vendor 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>Capitol Electronics</u>	Date	<u>August 28, 2020</u>
Address	<u>2680 E. Main St</u>	City, State Zip	<u>Plainfield, In 46168</u>
Contact Person	<u>Mary McGhiey</u>	Title	<u>Business Development Mgr</u>
Authorized Signature		Title	<u>President</u>
Email	<u>dputt@capitolelectronics.com</u>	Phone	<u>513-919-8161</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor 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. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor 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 twelve (12) months and will commence on the date indicated below and continue until February 28, 2022, 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)	<u>3/1/2021</u>	<u>Or</u>

Solicitation 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 solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents 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 solicitation deadline submission date.

"X"	Document Title, Uploaded to Public Purchase (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List/Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Financial Health Document(s) – Name of Responding Company	Scanned PDF	Required. Not provided by AEPA, Respondent Created
	Exhibit B – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit C – Warranties, Additional Services – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created
	Exhibit D – Additional Discounts – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created

Association of Educational Purchasing Agencies

Tabulation Report RFP #021-G - Security Solutions

Vendor: Capitol Electronics, Inc.

General Comments: Thank you for the opportunity. If you have any questions, please call Mary McGhiey, 317-413-2338.

General Attachments: Capitol Electronics Inc Emergency Notification System Pricing_MSRP.pdf
Part D - Questionnaire - Capitol Electronics Inc.pdf
Part E - Signature Forms - Capitol Electronics Inc.pdf
Part F - Discount Pricing Workbook - Capitol Electronics Inc.xlsx