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BLICK[®] art materials

PO Box 1267 Galesburg IL 61402-1267
Orders 800-447-8192
Contracts 800-704-7744

DickBlick.com
Fax 800-621-8293

September 8, 2022

Association of Educational Purchasing Agencies
Jane Eastes
1001 E Mt Faith Ave
Fergus Falls, MN 56537

Bid Number: 023-D
Bid Name: School & Instructional Supplies
Opening Date/Time: 9/13/22

Thank you for the opportunity to submit a bid on the proposal referenced above. Blick is pleased to offer a 20% discount to your members. Attached, you will find our full discount offer terms and exclusions. To ensure your discount is properly applied to your orders, please reference discount code QD20AEP at the time of order.

To place an order

- Phone: 800-447-8192
- Fax: 800-621-8293
- Email: PurchaseOrders@dickblick.com
- Online: www.dickblick.com

Payment Terms: Net 30 Days – all orders are subject to credit approval
Delivery: 7-14 Days ARO

If you have questions regarding this proposal please contact me. We value this opportunity to offer our support as your art supply vendor.

Sincerely,



Heather Havens
Institutional Sales Manager
800-704-7744, contracts@dickblick.com

Enclosures

We accept "Future Orders". POs placed in advance are held until ship dates specified on orders (within same calendar year). No invoice obligation until delivery. Future orders can: target delivery timing, improve product availability, minimize backorders, and reduce number of invoices.

Supply Chain Statement – We at Blick Art Materials fully anticipate our ability to fulfill our contracted commitment as a result of this proposal. However, supply chain interruptions do continue. We are working tirelessly to ensure inventory and delivery to the extent we are able. Blick is committed to partnering with you to the utmost of our ability during this time. If, at the time of order, an extended backorder is anticipated on a specific product you will be promptly notified.

P-Cards Blick Art Materials accepts P-Cards as a form of payment both at the time of order and upon invoice. There is no convenience fee if the card is billed upon shipment. When P-Cards are applied to invoices, a 3% convenience fee will be applied.

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Catalog Discount Terms and Exclusions

Contract Reference: AEPA 023-D School & Instructional Supplies

Discount: 20%

Discount Code: QD20AEP

Contact: Heather Havens

Email: Contracts@dickblick.com

Offer Terms

- Discount is applied to the "each" price as listed in Blick's annual *Materials for Art Education* annual catalog only. Item numbers begin with A in 2022. Letters will change annually between A, B, or C.
- Free freight on orders of \$49 or more after discount See below for exclusions

Discount Exclusions

- Sale catalogs
- Website prices at www.dickblick.com
You will receive the lower of the web price at the time of order or your catalog discount by placing the discount reference code listed above in the discount code box in your shopping cart and using the School and Business checkout method. Note: web prices may fluctuate daily.
- Quantity pricing
You will receive the lower of the quantity break, for the quantity ordered, or your discount from the "EACH" price.
- Drop-ship items
Any item with the letter F in the catalog item # prefix or noted as factory-direct online.
- Cannot be used in conjunction with additional coupons or other promotions.

Free Freight Exclusions

- Oversized or heavy weight items (i.e. paper rolls, linoleum rolls, printmaking presses, or any item indicating additional handling)
- 50-lb boxes of clay or ANY modeling material totaling 50-lbs or greater in weight
- Drop-ship items (any item with the letter F in the catalog item # prefix or noted as factory-direct online)
- When ordering sheets of paper or board larger than 18" x 24" in quantities of less than 10, a per-order handling fee applies. Paper or boards may be assorted to reach the quantity of 10.

To place an order

- Provide discount code on your order or in the promo field when ordering online
- Phone: 800-447-8192
- Fax: 800-621-8293
- Email: PurchaseOrders@dickblick.com
- Online: www.dickblick.com

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Exhibit A – Marketing Plan

Marketing art supplies is a bit different than marketing other commodities for school use for the following reasons:

1. The decision maker is generally the art teacher or activity professional and not a member of the business office.
2. Average unit price and average order are relatively small. Business office officials focus on higher value commodities.
3. The art teacher or activity professional, while price-sensitive, does not make decisions based upon contract affiliation unless required to do so.

As a result, our marketing is focused on the art teacher or activity professional. They respond to product education, lesson plans, and other resources that aid them in doing their jobs. It isn't until a sale is ready to be made that these individuals begin to consider contract affiliation, and then, only when required to do so. At that time, we provide requestors with relevant contract options.

In addition to continuing to attract our target art teachers and activity professionals, our marketing focus specifically for this contract is in making the contracts readily available when needed, on the Blick website <https://www.dickblick.com/educators/partners/> and on the inside back cover of our annual printed catalog. PDF of Inside Back Cover follows in the exhibits.

In addition to our contract listings, we also have worked with several state members to provide contract info sheets to be used at Member Agency events. PDF example follows in the exhibits.

Another resource available to our partners is Blick's extensive, FREE, Lesson Plan Library. These are all copyrighted by Blick Art Materials and available to Member Agencies for use in newsletters. <https://www.dickblick.com/lesson-plans/> Blick can provide images, general copy, and contract details to be incorporated into your marketing. An example follows in the exhibits.

BLICK ART MATERIALS BUSINESS PARTNERS

State and Regional Partners

Arizona

- IGPA
- Strategic Alliance of Volume Expenditures - SAVE

California

- CalSave Monterey Co Office of Education - AEPA
- Nor-Cal Schools Joint Purchasing
- North Co Ed Purchasing Consortium - NCEPC

Colorado

- Colorado BOCES Association - AEPA
- Cooperative Educational Purchasing Council - CEPC

Connecticut

- Capitol Region Education Council - CREC/AEPA
- Connecticut Consortium for Cooperative Purchasing
- CT State Contract

Delaware

- Data Service Center

Florida

- PAEC Florida Buy - AEPA

Georgia

- Cooperative Purchasing Agency - AEPA

Indiana

- IAESC Procurement - AEPA - Wilson Education Center

Iowa

- AEA Purchasing - AEPA
- Iowa State Contract

Kansas

- Greenbush - AEPA

Kentucky

- Kentucky AEPA - Green River Regional Educational Cooperative
- Kentucky Purchasing Cooperative

Massachusetts

- The Education Collaborative (TEC)
- Massachusetts Higher Education Consortium
- Massachusetts State Contract

Maryland

- Maryland State Contract (Anne Arundel Co PS)

Michigan

- Oakland Schools Cooperative Contract Network - AEPA

Minnesota

- Cooperative Purchasing Connection - AEPA

Missouri

- Education Plus - AEPA

Montana

- Montana Cooperative Services - AEPA

Nebraska

- Nebraska ESU Coordinating Council - AEPA

New Hampshire

- Hampshire Council Purchasing

New Jersey

- Educational Data Services
- Educational Services Commission of NJ - AEPA
- New Jersey State Contract

New Mexico

- Cooperative Educational Services - AEPA

New York

- Educational Data Services

North Dakota

- North Dakota Educators Service Cooperative - AEPA

Ohio

- META Solutions - AEPA
- Ohio Mid-Eastern Regional Education Service Agency - AEPA
- Ohio Schools Council - AEPA
- SW Ohio Educational Purchasing Council - AEPA
- Stark County Schools Council - AEPA
- Unified Purchasing Cooperative

Oregon

- Intermountain ESD - AEPA

Pennsylvania

- Keystone Purchasing Network - AEPA

South Carolina

- CA41 Carolina Buy - AEPA
- South Carolina State Contract

South Dakota

- Cooperative Purchasing Connection - AEPA

Texas

- IGPA - Deer Park ISD
- BuyBoard
- Choice Partners
- Educational Purchasing Cooperative of North Texas - EPCNT
- Regions 1, 3, 5, 7, 9, 11, 14, 15, 18
- Region 6 - EPIC 6
- Region 19 - Allied States Cooperative
- Texas 20 Purchasing Cooperative
- TexBuy - Region 16 - AEPA
- TIPS - Region 8

Utah

- Utah State Contract

Virginia

- Fairfax County Public Schools - AEPA - Statewide

Wisconsin

- CESA Purchasing - AEPA

West Virginia

- Mountain State Educational Services Cooperative - AEPA

Wyoming

- Northeast Wyoming BOCES - AEPA

National Partners



For more information, contact our **Contract & Bid Department** at **800-704-7744** or **Sales@dickblick.com**



Colorado BOCES Association is pleased to partner with Blick Art Materials, the oldest and largest art supply specialist in the US, and is happy to offer **The Blick Advantage** to its members:

- **Best Selection** We know that being creative often requires materials that are difficult to find. That's why Blick stocks more than 80,000 products in its warehouse, and offers nearly 15,000 factory-direct items and more than 8,000 Blick and Utrecht brand items.
- **Best Service & Knowledge** Blick has real people available to answer your questions 24/7. Hundreds of Blick videos are also posted on DickBlick.com and YouTube.com, including video lesson plans for art educators and product demonstrations for artists.
- **Best Availability** Blick's massive inventory means what you need is most always in stock. If an item is out of stock, that's Blick's fault, not yours. That's why Blick does something virtually none of their competitors do - Blick NEVER cancels a backorder unless requested, and your backordered item ships out immediately once available — at NO additional cost to you.
- **Blick Ships Quick** Most orders are processed within 24 hours. Blick's reputation for industry-leading shipping times means you'll get your order FAST!

Look to Blick for the following art supply categories - and more:

- | | | | |
|---------------------------------|--------------------------|---------------------|------------------------|
| • Adhesives | • Brushes | • Drawing Materials | • Printmaking |
| • Airbrushing | • Canvas | • Easels | • Sculpture & Ceramics |
| • Art Room Furniture & Lighting | • Crafts | • Framing | • Storage |
| • Books & Media | • Cutting Tools | • Graphic Arts | • Textile Arts |
| | • Display & Presentation | • Paints | |
| | | • Papers & Boards | |

Contract Information

Contract Number: AEPA 019-E

- Pricing: 20%* off "Each" price as listed in Blick's "Materials for Art Education" catalog
- Free shipping on most orders over \$49*

*exclusions apply

How to Order from Blick:

- Email: PurchaseOrders@dickblick.com
- Fax: 800-621-8293
- Phone: 800-447-8192
- Online: www.dickblick.com
- Mail: PO Box 1267, Galesburg, IL 61402

Be sure to reference contract code QD20AEP for contract pricing.

Observe Earth Day, Friday, April 22nd

with this Free Lesson Plan from AEA vendor partner Blick Art Materials



What the River Sees

If we take the time to think about what a river sees on its journey, then we can be better friends and neighbors to it. As a collaborative piece, this lesson challenges students to create sections of a real or imagined river that can be joined together to make a linear, flowing storyline. From the river's beginnings in mountains, springs, or creeks to the place where it meets a larger body of water—the delta and wetlands. Full lesson plan details and materials list are available at dickblick.com/lesson-plans/what-the-river-sees

All materials may be purchased from Blick Art Materials under AEA contract. If ordering directly from Blick, remember to enter promo code QD20AEP during checkout.

For hundreds more free art lesson plans visit dickblick.com/lesson-plans. Lessons are geared for a wide variety of age and skill levels and designed to meet the National Standards for Visual Art Education.



NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID

1.	Affirmative Action Construction Contracts Acknowledgement and Total Work Force/Employee AA201 (for Public Works contracts) <i>N/A</i>	16.	NJ School Development Authority Prequalification (for Public Works contracts) <i>N/A</i>
2.	Affirmative Action Questionnaire and supported documentation (current CEIR) ✓	17.	Non-Collusion Affidavit Notarized and Sealed ✓
3.	Americans with Disabilities Act of 1990 ✓	18.	Pre-Qualification Affidavit (Projects over \$20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.) <i>N/A</i>
4.	Assurance of Compliance ✓	19.	Prevailing Wage Certification (for Public Works contracts) <i>N/A</i>
5.	Certificate of Authority <i>N/A</i>	20.	Request for Clarifications Form <i>N/A</i>
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # (Upon award)	21.	Respondent Comment Form – Optional <i>N/A</i>
7.	Chapter 271 Political Contribution Disclosure Form ✓	22.	Statement of Ownership (Ownership Disclosure Certification) ✓
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment Notarized & Sealed ✓
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts) ✓	24.	Sub-contractor's Disclosure Form(s) <i>N/A</i>
10.	DPMC Notice of Classification Form <i>N/A</i>	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts) <i>N/A</i>
11.	Equipment Certification <i>N/A</i>	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts) <i>N/A</i>
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts <i>N/A</i>	27.	Vendor Contact Form ✓
13.	Licenses	28.	W-9 Form ✓
14.	New Jersey Business Registration Certificate ** (Received no later than the time of award) ✓		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts) <i>N/A</i>		

Signature: *Heather B. Stevens*

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BLICK ART MATERIALS LLC
Trade Name:
Address: 1849 GREEN BAY ROAD SUITE 310
 HIGHLAND PARK, IL 60035
Certificate Number: 1861043
Effective Date: March 24, 2014
Date of Issuance: March 24, 2014

For Office Use Only:
 20140324163114830

Certification 526

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-JUL-2021** to **15-JUL-2024**

BLICK ART MATERIALS
 695 US HWY 150 E.
 GALESBURG

IL 61401



ELIZABETH MAHER MUOIO
 State Treasurer

THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

NON-COLLUSION AFFIDAVIT

STATE OF NEW ^{IL}JERSEY, COUNTY OF Knox

I, Heather Havens, of the City
(city, town, borough)

of Galesburg, in the County of Knox

State of Illinois, of full age, being duly sworn according to law
on my oath depose and say that:

I am Director of Inst. Sales of the firm / agency of Blick Art Materials LLC
the bidder making the Proposal for the Student Transportation Contracts, and that I executed
the said proposal with full authority to do so, that said bidder has not, directly or indirectly,
entered into any agreement, participated in any collusion, participated in drafting these
specifications of route descriptions, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above bid and that all statements contained in said
Proposal and in this affidavit are true and correct, and made with full knowledge that the State
of New Jersey relies upon the truth of the statements contained in said proposal and in the
statements contained in this affidavit in awarding the contract for said project.

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

Blick Art Materials LLC
Company/Agency Name (Print or Type)

Bid Number: 023-D

Heather Havens, Director of Inst. Sales
Authorized Representative - Name and Title (Print or Type)

Heather B. Havens
Authorized Signature

(N.J.S.A.52:34-15)

Subscribed and sworn to before me this 8th day of September, 2022

Jennifer Ann Sholl
Notary Public of New Jersey
(Seal)



My Commission expires 3-29-26, 20

APPENDIX A RETURN WITH BID
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 relieve 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.

Company Blick Art Materials LLC

Name Heather Havens

Signature Heather B. Havens

Title Director of Institutional Sales

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company Blick Art Materials LLC

Name of Authorized Representative Heather Havens

Signature Heather B. Havens Date 9/6/22

RETURN WITH BID

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271

Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Blick Art Materials LLC (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:

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

I certify that _____ (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 Heather Havens

Signature Heather B Havens Title Director of Institutional Sales

Business Entity Blick Art Materials LLC

STATE OF NEW JERSEY - RETURN WITH BID
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Part 1

FAILURE TO CHECK EITHER BOX 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/purchase/pdf/Chapter25List.pdf>. 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, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity'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 skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because I or the bidding entity 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Heather Havens Signature: Heather B Havens

Title: Director of Institutional Sales Date: 9/6/22

Bidder/Vendor: Blick Art Materials LLC

Failure to submit this form prior to award will be cause for bid rejection.

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF ~~NEW JERSEY~~ Illinois
Specify, of other _____

COUNTY OF Knox

I, Leather Havens of the (City, Town, Borough)
of Galesburg State of IL of full age,
being duly sworn according to law on my oath depose and say that:

I am Director of Institutional Sales of the firm
of Blick Art Materials LLC 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 or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: Blick Art Materials LLC
(Company Name)

By: Leather B Havens
(Signature of authorized representative)

Subscribed and sworn to before me

This 8th day of September, 20 22

Jennifer Ann Shole

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



My Commission expires 3-29 2026

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID
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: Blick Art Materials LLC

Organization Address: Po Box 1267

City, State, ZIP: Galesburg, IL 61402

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)**
- _____

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Dick Blick Holdings Inc	1849 Green Bay Rd, Ste 310, Highland Park, IL

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
None	

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

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

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

Full Name (Print):	Heather Havens	Title:	Director of Institutional Sales
Signature:		Date:	9/6/22

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.

AFFIRMATIVE ACTION QUESTIONNAIRE

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:

https://www.nj.gov/treasury/contract_compliance/

- a. Click on "Employee Information Report"
- b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring 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 prior to the execution or award of contract.

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

Name of Company/Firm Blick Art Materials LLC

Address Po Box 1267

City, State, Zip Galesburg, IL 61402

Name of Authorized Agent Heather Havens Title Director of Institutional Sales

SIGNATURE Heather B Havens Date 9/6/22

N/A

AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement—
RETURN WITH BID

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor’s compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner’s Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B.** If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

EXHIBIT B - RETURN WITH BID
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) 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.

(B) EXHIBIT B - RETURN WITH BID
(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(D) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
(E) N.J.A.C. 17:27-1.1 et seq.
(F) CONSTRUCTION CONTRACTS-continued

(B) 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;

EXHIBIT B (Continued)

(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 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.

(C) 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

EXHIBIT B - RETURN WITH BID
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.

N/A

CONSTRUCTION CONTRACTS-continued

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 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.

(D) 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 _____

Signature _____

Name _____

Title _____

Sample-AA201

N/A

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment _____

Code _____

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		3. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT			
				Name:			
3. NAME AND ADDRESS OF PRIME CONTRACTOR				Address:			
(Name)							
(Street Address)				CONTRACT NUMBER		DATE OF AWARD	DOLLAR AMOUNT OF AWARD
(City)		(State)	(Zip Code)		8. NAME AND ADDRESS OF PROJECT		7. PROJECT NUMBER
					Name:		
					Address:		

4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []

COUNTY _____

8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALL		FEMALE		MALL		FEMALE			
	I	AP	J	AI	I	AP	J	AI		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) _____ (Title) _____

(Area Code) _____ (Telephone Number) _____ (Ext.) _____ (Date) _____

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. **Note:** The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. **Note:** A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING
THE CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

EQUIPMENT CERTIFICATION - RETURN WITH BID

N/A

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

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

or

B) _____ leases or controls all the necessary equipment as
required
Name of Company
by the specifications and 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 _____

Authorized Agent

Title _____

Authorized Signature _____

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

N/A

The below affidavit must be submitted with your bid for projects over \$20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____
in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification

I am _____ (*Position in Company*), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ (*Name of Company*) is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).

Type of Contract/Trade Classified: _____

Classification Approved Amount \$ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is \$ _____ as of _____ (Date).

A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The _____ (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

Signature of Authorized Representative Date

Sworn and subscribed to before me this _____ day of _____ in the Year __

Signature of Notary Notary Public of _____
Print Name of Notary

My Commission Expires: _____
Month Day Year

SEAL

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

N/A

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 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members 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.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development 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 Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: _____

Authorized Agent: _____

Title of Authorized Agent: _____

Authorized Signature: _____

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

N/A

If the bidder will subcontract any part of their services /installation award, the bidder must do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for _____
Name of Subcontracting Company _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
E-Mail _____ FEIN No _____
Authorized Agent _____ Title _____

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print)—Bidder

Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM (Continued) - RETURN WITH BID

N/A

If the bidder will subcontract any part of their services /installation award, the bidder must do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for **Other** _____
Name of Subcontracting Company _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
E-Mail _____ FEIN No _____
Authorized Agent _____ Title _____

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print)—Bidder

Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

**Sworn Contractor Certification; Qualifications and Credentials
(Bidder's Certification) - RETURN WITH BID**

N/A

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I _____ the principal owner or officer of the company certify that the foregoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.
5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company _____

Name of Owner or Officer _____

Signature of Owner or Officer _____

Notarized before me this _____ day of _____, _____
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____
Month Day Year

-SEAL-



RETURN WITH BID
State of New Jersey

N/A

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

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

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) 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.



Affix
corporate
seal here

Name of Firm

Signature

Title

Address

Phone

Sworn to and Subscribed before me

This day ____ of _____ 20____

Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format
so that we can copy and paste into our website.

Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	Title of Bid: <u>023-D School + Instructional Supplies</u> Bid # <u>023-D</u>
Vendor	<u>Blick Art Materials LLC</u>
Representative	<u>Heather Havens</u>
Address	<u>Po Box 1267, Galesburg, IL 61402</u>
Telephone #	<u>800-704-7744</u>
Fax #	<u>800-621-8293</u>
Email	<u>contracts@dickblick.com</u>
Website	<u>DickBlick.com</u>

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Blick Art Materials LLC

2 Business name/disregarded entity name, if different from above
Blick Art Materials

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
695 US Hwy 150 E, PO Box 1267

6 City, state, and ZIP code
Galesburg, IL 61402

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	6	-	3	7	5	6	1	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Heather B. Havens* Date ▶ **6/6/2022**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



Part D - Questionnaire

AEPA 023-D

School & Instructional Supplies

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.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Part D – Questionnaire – Name of 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 Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company: Blick Art Materials LLC

Company Address: PO Box 1267

City, State, zip code: Galesburg, IL 61402

Website: www.dickblick.com

Contact Person: Heather Havens

Title: Director of Institutional Sales

Phone: 800-704-7744

Email: contracts@dickblick.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 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? 2013

Under what additional, or, former name(s) has your business operated? Dick Blick Company, Dick Blick Art Materials

Is this business a corporation? No X Yes. If yes, complete the following:

Date of Incorporation: 9/26/2013

State of Incorporation: Delaware

Name of President: Bob Buchsbaum

Name(s) of Vice President(s): Sean O'Neill, Lori Stufflebeem, Dena Mummey; Bill Mathesius, Philip Vernau, R Gokyada

Name of Treasurer: Travis Wiser

Name of Secretary: _____

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? X No Yes

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	Heather Havens	Dir of Inst Sales	800-704-7744	contracts@dickblick.com
Sales Manager	Heather Havens	Dir of Inst Sales	800-704-7744	contracts@dickblick.com
Customer & Support Manager	Wendy Schauer	Contact Center Mgr	800-447-8192	purchaseorders@dickblick.com
Distributors, Dealers, Installers, Sales Reps	n/a			
Consultants & Trainers	Blick Product Information	Product Information Specialist	800-933-2542	info@dickblick.com
Technical, Maintenance & Support Services	Blick Product Information	Product Information Specialist	800-933-2542	info@dickblick.com
Quotes – North K-12	Jennifer Sholl	Quotes Specialist	800-704-7744 x5333	regionequotes@dickblick.com
Quotes – South K-12	Natalie Ingle	Quotes Specialist	800-704-7744 x5320	regionwquotes@dickblick.com
Quotes – Non K-12	Mary Cook	Business Acct Specialist	800-704-7744 x5343	regioncquotes@dickblick.com
Invoicing & Payment	Credit Dept	Credit Specialist	800-447-1892	credit@dickblick.com
Warranty & After the Sale	Customer Care	Customer Care Specialist	800-723-2787	custservice@dickblick.com
Financial Manager	Greg Fordyce	Credit Manager	800-447-1892	credit@dickblick.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
n/a		

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

We do not employ an external sales force. Members of our Institutional Quotes and Contracts team are our front line to service this contract. All team members are provided details on contracts available in each state along with contract terms for those contracts.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

As mentioned above, we do not employ an external sales force. Blick Art Materials is well known and respected in the K12 and College markets as a source for our product lines.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Blick is an art supply specialty company. We carry everything needed by art programs in K-12, college, parks & rec, museum, library settings. We also provide art materials to professional artists, architects, and other users of art supplies.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Blick services all our national contracts from our centrally located operations center in Galesburg, IL.

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 Care	Galesburg	IL
Distribution Center	Galesburg	IL

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Blick does not employ subcontractors. We do employ FedEx and XPO as our primary carriers – both have received overall best carrier ratings.

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

n/a

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

n/a

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

n/a

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

We do not actively record this information. However, we do carry products manufactured by businesses with these designations.

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
Heather Havens	Director of Inst. Sales	800-704-7744	contracts@dickblick.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Blick's primary method of marketing is catalog distribution to all schools and colleges in the US along with numerous public institutionals that use our products in their operations. Additionally, our website is rich in content for art materials users from all market segments. Conventions and conferences are key components of our marketing program. Blick continues to be the largest supporter of art related conferences in our market. We attend a number of conferences in person or virtually (as listed below). In addition to those listed, we provide materials support to many more state and regional art education organizations. There were still a few of our regular conferences that were cancelled by the organizers for 21/22. The 22/23 schedule is even more comprehensive than what is presented below. American Art Therapy Association (virtual) / American Alliance of Museums / American Camping Association / American Camping Association – Tri-State / American Libraries Association / Arizona Art Education Association / Art of Education (virtual) / Association of Children's Museums / Best Out of School Time / Beyond School Hours / California Art Education Association / College Art Association (virtual) / Colorado Art Education Association / Florida Art Education Association / Georgia Art Education Association / Illinois Art Education Association / Illinois Parks & Recreation Association / International Council for Active Aging / Kansas Art Education Association / Leading Age / Michigan Art Education Association / Minnesota Art Education Association / Missouri Art Education Association / National Art Education Association / National Association for the Education of Young Children / National Catholic Education Association / National Recreation & Parks Association / New Jersey Art Education Association / New York State Art Teachers Association / North Carolina Art Education Association / Ohio Art Education Association / Pennsylvania Art Education Association / Public Libraries Association / South Carolina Art Education Association / Texas Art Education Association / Virginia Art Education Association / Wisconsin Art Education Association

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

As currently done, the AEPA contract option is printed alongside each of our other national cooperative contracts and partnerships. Further, each of the member state organizations who have approved our contract are listed at the state level. This is published both in our annual printed catalog and on our website business partnerships page. Due to contractual requirements of each, we are unable to promote one contract over another. When customers in contracted states contact us or available contract details, AEPA (including the member organization name) is always provided as an option.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- 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, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent’s website.

In addition to our catalog and website contract listings as described in the question above, over the course of the most recent contract, we provided sales sheets with our logo and the member agency logo along with state-specific contact details to each member agency who requested them. We’ve also worked with several states to provide newsletter content in the form of art lesson plans. It’s important to note that the art supplies procurement process does not look the same as the procurement process for other commodities of higher dollar value. In most cases, the art teacher chooses the supplier they wish to purchase from and the products they wish to purchase. Note, art teachers don’t care about contracts and often doesn’t even consider if they have special pricing terms. The purchasing agent doesn’t become involved until the decision is already made by the teacher. And, in most cases, they simply find a contract we are under (if a contract is required) and make the purchase. We seldom hear from a purchasing agent or other business office staff until the order is placed. Further, the purchasing agents and business managers aren’t interested in taking the time to speak with specialist vendors, like Blick. So, marketing of our products starts and ends with the art teacher for the most part. This is true for activity professionals at the municipal level too. That is why our marketing is heavily focused on supporting the teacher and activity professional. It’s certainly a different model. But, it works. Contract sales have continued to grow, even during the pandemic.

Environmental Initiatives

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

Blick has a long-standing commitment to being green. One way we put this into practice is by offering a varied assortment of art materials that are considered environmentally friendly, either because of the way they’re formulated, manufactured or packaged. An online list of some of the eco-friendly and recycled products we carry can be found at <https://www.dickblick.com/learning-resources/buying-guides/sustainability/>. We also tag green products online with “Eco Friendly” and “Recycled” icons.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

We likely do carry products with these distinctions but we do not actively track or report them.

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

Blick’s primary distribution center in Galesburg, IL was built in 2001 with energy efficiency in mind. This building uses only 10% of the energy normally required to heat and cool a structure of its size.

Describe what percentage of your offering is environmentally preferable and what are your company’s plans to improve this offering.

We are unable to provide a specific percentage. We continually add relevant product as it becomes available.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

California	Yes	<u>X</u>	<u>X</u>	
Colorado	Yes	<u>X</u>	<u>X</u>	
Connecticut	Yes	<u>X</u>	<u>X</u>	
Florida	Yes	<u>X</u>	<u>X</u>	
Georgia	Yes	<u>X</u>	<u>X</u>	
Illinois	Yes	<u>X</u>	<u>X</u>	
Indiana	Yes	<u>X</u>	<u>X</u>	
Iowa	Yes	<u>X</u>	<u>X</u>	
Kansas	Yes	<u>X</u>	<u>X</u>	
Kentucky	Yes	<u>X</u>	<u>X</u>	
Massachusetts	Yes	<u>X</u>	<u>X</u>	
Michigan	Yes	<u>X</u>	<u>X</u>	
Minnesota	Yes	<u>X</u>	<u>X</u>	
Missouri	Yes	<u>X</u>	<u>X</u>	
Montana	Yes	<u>X</u>	<u>X</u>	
Nebraska	Yes	<u>X</u>	<u>X</u>	
New Jersey	No	<u>X</u>	<u>X</u>	
New Mexico	Yes	<u>X</u>	<u>X</u>	
North Dakota	Yes	<u>X</u>	<u>X</u>	
Ohio	Yes	<u>X</u>	<u>X</u>	
Oregon	Yes	<u>X</u>	<u>X</u>	
Pennsylvania	Yes	<u>X</u>	<u>X</u>	
South Carolina	Yes	<u>X</u>	<u>X</u>	
Texas	Yes	<u>X</u>	<u>X</u>	
Virginia	Undecided	<u>X</u>	<u>X</u>	
Washington	Yes	<u>X</u>	<u>X</u>	
West Virginia	Yes	<u>X</u>	<u>X</u>	
Wisconsin	Yes	<u>X</u>	<u>X</u>	
Wyoming	Yes	<u>X</u>	<u>X</u>	

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

If YES, what is the website? DickBlick.com

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 solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

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**

<p>State your normal delivery time (in days) and any options for expediting delivery.</p> <p>Most orders ship within 48 hours of order entry. Depending upon location, delivery takes 2-7 days after shipment. We do offer overnight and 2-day delivery services for an additional fee.</p>
--

<p>State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?</p> <p>We do not cancel backorders unless specifically instructed by the customer to do so. An initial shipment of all available product is made. Backordered items are shipped as they are received into our warehouse.</p>

Describe your company's payment terms as well as any quick pay discounts.
 Payment terms are net 30 days for all accounts in good credit standing. Non-public entities with whom we do not have an established relationship may be required to complete a credit application. No discounts are offered for quick pay. We do accept P-Cards and credit cards as a form of payment both at the time of order and upon invoice. There is no convenience fee if the card is billed upon shipment. When cards are applied to invoices, a 3% convenience fee will be applied.

State your company's return policy and any applicable State restocking fees.
 Blick will refund the full merchandise value up to one year from the time of purchase though we recommend items be returned within 30 days of receipt. Return freight is the responsibility of the purchaser except in the instance the item is damaged, defective, or was shipped in error. Drop-shipped merchandise returned as a result of customer error will be subject to a minimum 15% restocking fee. Orders of \$300 or more either cancelled or returned may be assessed a 15% restocking fee.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
 We are constantly looking for ways to improve service and efficiencies. We received 2022 Newsweek awards for Best Online Shops and Best Customer Service.

Pricing

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

Will you offer customized price lists to participating entities as encouraged 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? X **No** _____ **Yes**

Competitiveness: In order for your response 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 solicitation.

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).
 1GPA, National 2/23
 AEPA, National – Career & Tech Supplies, National 4/23

BuyBoard, National 10/23
 Choice Partners, National 3/23
 H & H Purchasing, National 3/23
 MISBO, Regional
 TIPS, National 5/24
 Strategic Alliance of Volume Expenditures – SAVE – AZ 6/23
 Nor-Cal Schools JPA, CA 4/23
 North Co Ed Purch Consortium, CA 12/22
 Connecticut Consortium for Cooperative Purchasing, CT
 Connecticut State Contract, CT 9/23
 Cooperative Educational Purchasing Council, CO 6/23
 Data Service Center, DE 6/23
 Iowa State Contract, IA 8/24
 Kentucky Purchasing Cooperative, KY 12/22
 The Education Collaborative, MA 4/23
 Massachusetts Higher Education Consortium 3/27
 Massachusetts State Contract, MA 9/23
 Educational Data Services, NJ & NY 11/22
 New Jersey State Contract, NJ 8/23
 Multiple BOCES Contracts, NY
 Multiple Intermediate Unit Contracts, PA
 South Carolina State Contract, SC 4/26
 Texas Regions: 1,3,5,6, 7,8,11,14,15, 16, 18, 19, 20, TX
 Utah State Contract, UT 7/23

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)?
 Because we have a number of overlapping contracts, we are unable to ethically lead with one ontract over another. All eligible contracts within a customer’s region are provided for their review and choice.

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.
	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.
X with exceptions	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. Minimum order value for free shipping is \$49. Items that do not ship free include heavy items, oversized items, and drop-shipped items. These are assessed at the same rate for all members. Free shipping includes dockside delivery only.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**
 If Yes, please indicate how the rate factor is determined and other cost factors below.
 Click or tap here to enter text.

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

Responsibilities	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	X as stated above, we will not lead with any contract
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 Category 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 curriculum specialist conferences	X no purchasing agent conferences
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X this is the intent on an overall basis but cannot be guaranteed in every member state	

Exceptions

Instructions:

1. Mark “No” or “Yes” with an “X” below.
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 company 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 solicitation.

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Section A, p.9	III A 2	It is expected that the vendor partners will lead with the AEPA contract.	While we will present the AEPA contract as an option when asked, we will not lead with the contract. To do so would be in violation of other contracts. Likewise, we will not lead with another contract over AEPA.
Section A. p.4	II A	AEPA requires that respondents only respond if they can offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.	Blick agrees to the statement “ordinarily offer” as stated in the bid documents and applies that phrase to all other statements “of equal to or lower than” throughout the remainder of the bid document.
Section C. p.1 Section C, CA, p. 3 Section C, CO, p.6 Section C, CO, p.6 Section C, IN, p.16 Section C, KS. p.19 Sect C. MN. p.32 Sect C. MO, p.33 Sect C. ND. p.71 Sect C. PA. p.82 Sect C. WA. p.99	2 8 A B B A 5g B2 11g A A	Active Promotion of Contract / Offer contract opportunities to all qualified customers.	Blick will passively promote contracts via listing on our website and in our catalog. And, contract availability will be provided as requested by end users. Due to overlapping interests of multiple cooperatives as well as Blick’s existing interests, Blick will not promote any single affiliation above another.
Section C. p.1	2	Sales to Participating Entities - AEPA Member Agencies require that all awarded Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.	The contract opportunity is passively available to all participating entities. Blick will honor every direct request made by the participating entity to utilize the contract. However, Blick has an established business outside of the contract with many of these entities as well as overlapping contracts that these same entities use so will not automatically apply the contract unless specifically instructed to do so by the entity.

Section C, CA. p.3 Section C, KS. p.19 Section C, NJ. p.42 Sect. C. PA, p.82 Sect. C. WA, p.99	8 A 12 2, 12 4, 12 5 A A	Member Agency Logo Placement	The AEPA logo will be used in the business partner pages on the Blick website and printed catalog. Member agency logos will not be displayed. Logos will not be displayed at tradeshow because audiences (art teachers and program professionals) are not seeking that information at these conferences. The member agency logos will be used in any specific collaboration pieces for use by the member agency.
Section C, CA. p.3 Section C, CA p.3 Section C, CO, p.6	9 12 B	Installation and assembly	Blick does not uncrate, assemble, put in place, install, or remove or dispose of debris.
Section C, CA. p.4	17	It is the responsibility of the awarded/Vendor contractor to track any purchase order received directly from an LEA and to include that order on quarterly reports.	Blick will report any purchase order specifically referencing the contract on the PO or any PO for LEA's that have provided a blanket declaration of contract participation to Blick.
Section C, CO. p.6 Section C, FL. p.10 Section C, IN, p.16 Sect C, MN, p.32 Sect C. MO, p.33 Section C. NJ. p.42 Sect C. NM p.49 Sect C. ND, p.71 Sect C. PA. p.82 Sect C, SC. p.87 Sect C. WA. p.101 Sect C. WY. p.111	B A B 5e B4 B3 Admin Fee 11e A 3e B Proc. Orders	Administrative Fee based on total sale of goods and services. % of invoice, gross sales, and other such language	Administrative fee will be paid on merchandise total only and not on taxes, shipping, handling, or similar fees.
Section C, FL. p.10	B	Final copy of PO to be sent to agency	Blick may be contact on a limited basis for copies of selected purchase orders for audit purposes as needed. Blick will provide all related sales data on the quarterly report.
Section C, IN p.16	B	No shipping and handling charges on invoices. Sales tax collection.	Most orders over \$49 will ship free. However, there are exclusions as outlined on the deviations page. Additionally, tax exemption certificates are required before or at the time of order and will be kept on file for subsequent orders until the date of the expiration of the certificate.
Section C, PA p.82	Ag	Developing website content	We are open to discussion but ultimately reserve the right to accept or decline requests of this nature.
Section C. PA. p.86	D	KPN reserves the right to adjust the admin fee at any time during the duration of the contract.	Blick reserves the right to review and approve the change in admin fee in the instance that the fee is increased.
Sect. C. WY. p.111	Proc. Orders	No other Cooperative shall be offered or used by awarded Contract Vendors within the participating member customer clients of NEW BOCES.	Blick holds other competing national contracts and cannot agree to this stipulation.

Deviations

Instructions:

1. Mark “No” or “Yes” with an “X” below.
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 company 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 solicitation.

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

Outline Number Part B	Specification (describe)	Details of Deviation
8.1.1	Orders that are \$100 or more shall include standard shipping in the total price.	Most orders over \$49 will ship free under this contract. Items excluded from free shipping are: drop shipped items, oversized items, heavy weight items. These items are noted in both print catalogs and online with additional shipping or handling charges. Orders under \$49 will be assessed a \$9.95 shipping fee.



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms
AEPA 023-D
School & Instructional Supplies

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. 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).
4. Submit Part E, along with other required documents in Public Purchase.

*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).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

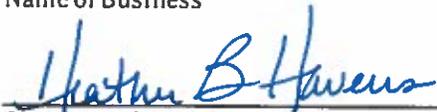
Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

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

Blick Art Materials LLC

Name of Business



Signature of Authorized Representative

Heather Havens

Printed Name

9/7/22

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.

Heather Havens	PO Box 1267
Authorized Representative (Please print or type)	Mailing Address

Director of Institutional Sales	Galesburg, IL 61402
Title (Please print or type)	City, State, Zip

	9/7/22
Signature of Authorized Representative	Date



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>Blick Art Materials LLC</u>	Date	<u>9/7/22</u>
Address	<u>PO Box 1267</u>	City, State Zip	<u>Galesburg, IL 61402</u>
Contact Person	<u>Heather Havens</u>	Title	<u>Director of Institutional Sales</u>
Authorized Signature	<u></u>	Title	<u>Director of Institutional Sales</u>
Email	<u>contracts@dickblick.com</u>	Phone	<u>800-704-7744</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 fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

<u>Awarded this</u>	<u>day of</u>	<u>Contract Number</u>
<u>Contract to commence</u>	<u>3/1/2023</u>	<u>Or</u>
<u>(Member Agency to select)</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 <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
n/a	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
x	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
x	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
x	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.
x	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
x	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
x	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

Association of Educational Purchasing Agencies
Tabulation Report IFB #023-D - School & Instructional
Supplies
Vendor: Blick Art Materials LLC

General Comments: Blick's catalog PDF is too large to upload. So, a spreadsheet type price list has been uploaded. The actual catalog may be downloaded at <https---www.dickblick.com-requests-bigbook->

General Attachments: Blick Art Materials LLC - Cover Letter and Discount Explanation.pdf
Exhibit A - Marketing Plan - Blick Art Materials LLC.pdf
Part C - State-Specific Forms - Blick Art Materials LLC.pdf
Part D - Questionnaire - Blick Art Materials LLC.pdf
Part E - Signature Forms - Blick Art Materials LLC.pdf
Part F - Pricing Schedule - Blick Art Materials LLC.xlsx
Price List - Blick Art Materials LLC.pdf