

Region 4 Education Service Center (ESC)

Contract # R190201

for

Chemistry, Biology, Physics and Anatomy Instructional

Supplies and Services

with

Pocket Nurse

Effective: July 1, 2019

The following documents comprise the executed contract between the Region 4 Education Service Center and Pocket Nurse effective July 1, 2019:

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

APPENDIX A
OFFICIAL CONTRACT

*This Contract ("Contract") is made as of **February 26**, 2019 by and between **Pocket Nurse Enterprises, Inc.** ("Contractor") and **Region 4 Education Service Center ("Region 4 ESC")** for the purchase of **Chemistry, Biology, Physics, Anatomy Instructional Supplies and Services** ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number **19-02** for **Chemistry, Biology, Physics, Anatomy Instructional Supplies and Services** ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

- 1) **Term of agreement.** The Contract is for a period of two (2) years. Region 4 ESC shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) **Form of Contract.** The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) **Order of Precedence.** In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

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

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

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

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

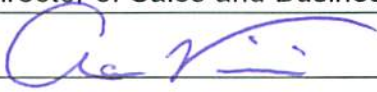
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made.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

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

- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Pocket Nurse Enterprises, Inc. DBA Pocket Nurse
Address 610 Frankfort Road
City/State/Zip Monaca, PA15061-2218
Telephone No. 800-225-1600
Email Address vicaria@pocketnurse.com
Printed Name Aaron Vicari
Title Director of Sales and Business Development
Authorized signature 

Accepted by Region 4 ESC:

Contract No. 19-0201

Initial Contract Term July 1, 2019 to June 30, 2021

 2/26/19
Region 4 ESC Authorized Board Member Date

Faye B. Bryant
Print Name

 2/26/19
Region 4 ESC Authorized Board Member Date

Carmen J. Moreno
Print Name

Tab 2 - IV. EVALUATION PROCESS AND CRITERIA

a) Products/Pricing:

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

Response:

Please see the Pocket Nurse discount pricing offer letter and the bid offering discount pricing spreadsheet which has been enclosed.

Question:

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)

Please see Offer Letter & Deviations/Clarifications Page(s)

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

Response:

Please see the Pocket Nurse bid offering discount pricing Offer Letter and spreadsheet which has been enclosed. Freight is as outlined in the Pocket Nurse Discount Pricing Offer Letter and on the Deviations/Clarifications page.



Pocket Nurse® Response: Solicitation Number 19-02

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

- 20% discount from the Pocket Nurse everyday low, on-line price for the majority of our product offering of over 5,000 skus
- Amico, Laerdal and refurbished equipment receive an 8% discount from the Pocket Nurse everyday low on-line pricing of approximately 400 skus
- Laerdal High Fidelity product line will receive a .05% discount from the MSRP
- 5% discount from the Pocket Nurse everyday low, on-line price for the balance of its offering, referred to as “exceptions”, 266 skus
- From the current offering, only two (2) manufacturers products out of two hundred ninety four (294) are excluded from the contract due to less than favorable manufacturer discount structure to include Gaumard and Isotech.
- Subscription, on-site and web-based education, preventative maintenance, extended warranties, replacement parts, special delivery service, would not receive any additional discounts from the Pocket Nurse everyday low on-line price.
- Free parcel type first (1st) floor deliveries via FedEx Ground.
- All third (3rd) party freight (LTL) deliveries will have freight calculated at time of order entry and be based upon the quantity, weight and distance to include but not limited to large equipment and furniture.
- Orders must have a merchandise minimum order size of \$100.00 to avoid a less than minimum \$20 service charge.
- Pocket Nurse is not only willing to offer but strongly encourages customers to request large volume order discounts and one-time opportunity discounts to offer the best competitive pricing available.
- Purchase Orders can be submitted to cs@pocketnurse.com and our expertly trained Customer Service Representatives will assist with order placement and any customer questions that may arise. This method provides easy ordering service.

The current Bid Pricing Discount Offered for Pocket Nurse Products will remain firm throughout the life of the bid contract and are referenced at the sku level on flash drives provided.

Sincerely,

Aaron Vicari
Director of Sales and Business Development

Tab 2 - IV. EVALUATION PROCESS AND CRITERIA

a) Products/Pricing:

Question:

- iii Is pricing available for all products and services?

Response:

Pocket Nurse sells medical supplies, furniture and equipment for healthcare education and simulation.

- 20% discount from the Pocket Nurse everyday low, on-line price for the majority of our product offering of over 5,000 skus
- Amico, Laerdal and refurbished equipment receive an 8% discount from the Pocket Nurse everyday low on-line pricing of approximately 400 skus
- Laerdal High Fidelity product line will receive a 1/2% discount from the MSRP
- 5% discount from the Pocket Nurse everyday low, on-line price for the balance of its offering, referred to as "exceptions", 266 skus
- From the current offering, only two (2) manufacturers products out of two hundred ninety-four (294) are excluded from the contract due to less than favorable manufacturer discount structure to include Gaumard and Isotech.
- Subscription, on-site and web-based education, preventative maintenance, extended warranties, replacement parts, special delivery service, would not receive any additional discounts from the Pocket Nurse everyday low on-line price.

- iv. Describe any shipping charges.

Response: For this bid, Pocket Nurse is offering:

- Free parcel type first (1st) floor deliveries via FedEx Ground.
- All 3rd party freight (LTL) deliveries will have freight calculated at time of order entry and be based upon the quantity, weight and distance to include but not limited to large equipment and furniture.
- Orders must have a merchandise minimum order size of \$100.00 to avoid a less than minimum \$20 service charge.

Question:

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

Response:

Standard Manufacturer Warranties apply. Some manufacturer's offer additional warranties which can be quoted and purchased specific to a product.

Tab 2 - IV. EVALUATION PROCESS AND CRITERIA

a) Products/Pricing:

Question:

- vi. Describe any return and restocking fees.

Response:

Please see the attached Pocket Nurse Returns and Restocking Policies in Tab 10 Additional Documents which provide complete details.

Question:

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

Response:

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

Question:

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

Response:

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

For the 266 items listed on the price file classified as exceptions - call for 2019 MSRP, a price file will be sent upon request as Pocket Nurse does not publish website pricing for these select items. All pricing for exceptions will be evaluated quarterly. While individual pricing may change, the category discount will not change.

Tab 2 - IV. EVALUATION PROCESS AND CRITERIA

a) Products/Pricing:

Question:

- ix. Describe payment methods offered.

Response:

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

Pocket Nurse, PO Box 644898, Pittsburgh, PA 15264 with payment notification sent to Email: accounting@pocketnurse.com

or

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

Question:

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

Response:

Pocket Nurse tries to retain pricing for one (1) year. Occasionally manufacturers will increase pricing due to unforeseen circumstances. When this occurs, the website pricing will be updated to which the contracted discount will apply.

Pocket Nurse evaluates the overall pricing structure once a year. This typically occurs between February – March and is updated to the website in April.

Question:

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

Response:

Any future products that are introduced will follow the current pricing structure as listed on our Bid Response Offer Letter.

Tab 2 - IV. EVALUATION PROCESS AND CRITERIA

a) Products/Pricing:

Question:

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

Response:

None that currently apply.



Pocket Nurse Return Policy

Should you need to make an eligible return pursuant to the terms of this Agreement, please contact Pocket Nurse at 1-800-225-1600 between 8 am and 6 pm EST within 60 days of receiving the product to secure an RMA.

A Return Merchandise Authorization (RMA) number MUST accompany all eligible returns.

Eligible returns must be in merchantable condition. Merchantable condition is defined as Pocket Nurse's ability to return the item to its inventory for resale without special preparation, testing, handling or expense.

Merchandise eligible for return MUST be returned within 30 days of the RMA number being issued.

Returned merchandise will not be accepted after 30 days of the RMA issue date and will be returned to the sender.

Once an RMA number is assigned it must be written on the shipping label to identify your return. You may select the shipping carrier of your choice for the return shipment and we suggest you opt in for insurance and package tracking as Pocket Nurse is not liable for any item that is lost, or damaged in transit.

Merchandise should be securely wrapped and returned in its ORIGINAL CARTON and the RMA number must be visible on the outside of the carton.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR MAKING THE MERCHANDISE AVAILABLE FOR PICKUP, INCLUDING WITHOUT LIMITATION MAKING SURE THE MERCHANDISE BEING RETURNED IS AVAILABLE FOR PICKUP AT THE DEPARTMENT/LOCATION WHERE THE DESIGNATED CARRIER USUALLY PICKS UP PACKAGES WITHIN YOUR ORGANIZATION.

There is a Minimum 20% restocking fee on ALL returned goods.

Once an authorized return is received and fully processed a credit will be issued in 7 to 10 business days.

NON-RETURNABLE MERCHANDISE:

- Custom Student Health Totes
- DVD Software
- CD Software
- Any product purchased on a "special order" basis.
- Products that are not stocked at our distribution center and ship directly from our vendor to you.
- Product that has been used, or opened, is only partially complete, stickered, marked, damaged, defaced, or is without all original packaging, labeling, package inserts, or operating manuals.
- Expired Product
- Items marked as "close out" or "final sale".



DAMAGED SHIPMENT GUIDELINES

In Stock Goods:

- Any visible damage should be reported to Pocket Nurse at 1.800.225.1600 between 8 am and 6 pm EST within 10 days of receipt by the customer.
- Pocket Nurse will assess the damaged product request, and determine how the damage claim will be remedied.
- Any damage claims reported after 10 days of receipt may not be honored or replaced.

Drop Shipments:

- Any visible damage, however slight should be notated on the freight bill at time of delivery.
- No notation on the freight bill states you received the merchandise in good condition.
- If visible damage is noted, you may request the driver to do an immediate inspection.
- Customer has 10 days to report damage from time of delivery for claim to be filed. After 10 days no claim can be filed.
- Buyer's failure to give timely notice of shortage or other errors in delivery shall constitute unqualified acceptance of such shipment, and a waiver of all such claims by buyer.

MISSING MERCHANDISE:

- Please report all missing merchandise to Pocket Nurse at 1.800.225.1600 between 8 am and 6 pm EST within 30 days of receipt.
- Occasionally orders do not ship complete. Before contacting Pocket Nurse please review your packing slip to determine what items were contained in each shipping carton.
- If you order contained a drop ship item or special order item, please be aware your merchandise may be shipping from the manufacturer at a later time, and not from Pocket Nurse.



Pocket Nurse Inc. warrants the workmanship and material of Pocket Nurse branded/manufactured products for a period of One (1) Year from original date of purchase. Upon return of the product within the specified warranty period, we reserve the right to repair or replace at our option, any part or parts of a product or accessory covered under this warranty. For repair or replacement of a defective product contact Pocket Nurse Quality Control Department directly. This warranty does not apply to any repair or replacement required due to misuse, abuse, improper storage or handling, normal wear and tear, repairs attempted or made by other than our authorized representative, or damage to product, whether to the finish, spoilage, breakage or otherwise, after product leaves point of origin. Items repaired or replaced under warranty are warranted only for the remainder of the original warranty period. This warranty excludes any products with an expiration date and does not extend any included manufacturer's warranty. THE WARRANTY SET FORTH UNDER THIS SECTION IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, UNDER NO CIRCUMSTANCES SHALL POCKET NURSE, INC. BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, including but not limited to loss of profit or revenues, damage for loss of use of the Products, damage to property, claims of third parties, including personal injury or death on account of use of the Products or failure of Pocket Nurse to warn against or instruct on, or adequately warn against or instruct on, the dangers of the Products or the safe and proper use of the Products, whether or not Pocket Nurse has been advised of the potential for such damages. Pocket Nurse's total liability hereunder from any cause whatsoever (except liability from personal injury caused by Pocket Nurse's negligence), whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability, will be limited to the lesser of Buyer's actual damages or the price paid to Pocket Nurse for the Products that are the subject of Buyer's claim. All claims against Pocket Nurse must be brought within one year after the cause of action arises, and Buyer expressly waives any longer statute of limitations.. Some states do not allow limitations on the length of an implied warranty or the exclusion or limitation of incidental or consequential damages. As such, the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

Tab 3 – Performance Capability

IV. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

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

Response:

Pocket Nurse Enterprises, Inc. (established 1992) is a Pennsylvania based; nurse owned and operated company providing medical supplies and equipment for healthcare education and simulation worldwide. The Corporate headquarters and distribution center are located at 610 Frankfort Road, Monaca, Pennsylvania 15061. For more than 26 years, the purpose and values of Pocket Nurse have remained the same — a singular focus on supporting simulation centers in education. We balance consistency with innovation by providing new products and solutions that address the simulation educator’s ever-evolving needs.

Pocket Nurse has grown into an industry leader and remains the only nurse-owned and nurse-operated company in the industry. We are a supply chain provider which caters to the purchasing habits of the allied health and higher Education market. Our team of experts offer unparalleled pre and post-sale consultation and support for every customer. No other company provides a more complete single-source solution, with unmatched quantity of product offerings sold in non-bulk units of measure tailored specifically to healthcare educators and simulated healthcare education environments.

Pocket Nurse’s current reach is Nationwide and our sales team currently managers 4 regions of the United States. Each sales region consists of (1) Regional Territory Manager, (1) Account Manager (inside sales) and we are looking to add a Junior Level Account Representative to each Region over the next 6-12 months. Please see attached Sale Regions sheet at the end of this tab, Tab 3.

Tab 3 – Performance Capability

IV. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

i. Continued:

Pocket Nurse current sales force has been trained on the current National IPA Master Agreement. Pocket Nurse will continue to train its team upon the execution of the new Master Agreement as well. During these trainings, we update our teams on the following:

1. Educate our Sales team on the key aspects of Master Agreement
2. Inform our team and make them aware of the range of Public Agencies that can utilize the Master Agreement through National IPA
3. Train our team on the benefits of the use of cooperative contracts so that our team can offer the appropriate benefit statements when working with Purchasing officials
4. Include National IPA Representatives in our regional discussions to ensure both organizations work together to bring awareness of our Master Agreement

Continuing Education is very important to Pocket Nurse. Pocket Nurse conducts on-going extensive Product education classes to our Customer Service team, Sales team and Marketing team when appropriate. New hires undergo an intense education curriculum. Sales and Customer Service are offered new and updated product education continually in order that they can provide customers with knowledgeable information regarding catalog offerings, consulting support and cooperative contracts. This is where we would include our trainings to discuss the master agreement.

Pocket Nurse offers Over 5,000 of catalog items which are shipped directly from Pocket Nurse Distribution Center and other manufacture facilities nationwide. Our 81,878 square foot Distribution Center is located in Monaca, Pa. A majority of the Pocket Nurse product offering are subject to standard FedEx ground delivery with a subset of product that must be delivered via third party freight carrier. Some capital equipment will also require inside delivery, installation, and demonstration.

Pocket Nurse currently tracks all National IPA volume on its current contract. If awarded the new contract, Pocket Nurse plans on using the same type of volume tracking/reporting which has helped to make the current National IPA contract successful. All of our National IPA reporting will be saved and sent along to Reporting@nationalipa.org on a monthly basis.

Tab 3 – Performance Capability

IV. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

- ii. The successful Offeror will be required to sign Attachment A, Exhibit B, National IPA Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Describe how Offeror responds to emergency orders.

Response:

Pocket Nurse categorizes its offering of over 5,000 items 2 ways.

1. Stocked Items (items always stocked within our Pocket Nurse Distribution Center)
2. Vendor Direct Items: Items that ship directly from our Manufacturers

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

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

- iv. What is Offeror's average Fill Rate?

Response:

Currently, Pocket Nurse has a fill rate of greater than or equal to 97 percent.

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

Response:

Pocket Nurse's targeted goal is to ship all orders within 48 hours. Currently in 2018, we have achieved a 98 percent success rate and take pride in trying to maintain and improve this successful number.

Tab 3 – Performance Capability
IV. EVALUATION PROCESS AND CRITERIA
b) Performance Capability

- vi. Describe Offeror's return and restocking policy.

Response:

Please see a copy of our Returns Policy, located in the Additional Documents section of Tab 12.

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

Response:

Warranty information for Pocket Nurse is located in the Additional Documents section of Tab 12. Applicable to Pocket Nurse, Return Policy & Procedures. Pocket Nurse product offerings are subject to the manufacturer's warranty terms and conditions, which are usually provided in the catalog and on the web ecommerce site. If a customer requests warranty information, it is provided at any time. All standard manufacture warranties apply to each purchase and can be provided upon request. Service requests are forwarded to the manufacturer, with Pocket Nurse being sure to follow-up with the customer to ensure satisfaction.

Tab 3 – Performance Capability

IV. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

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

Response:

The Pocket Nurse Customer Service Team is comprised of five (5) Full Time Customer Service Representatives and two (2) Data Entry team members.

At Pocket Nurse, customer service problem resolution is extremely important. The Pocket Nurse complaint resolution process can be found below.

Any problem notified by the customer (or that is discovered) is documented and reported to the appropriate department for resolution. If the issue is related to an order supporting notes regarding an order issues within our notes sections for the specific order within our order management system.

If the issue can be resolved on the initial call the appropriate action for resolution will be taken by the customer service team representative and supporting departments.

Customers will receive a response to their complaint with a lead time for review and resolution.

The appropriate department or team member will reach out the customer/complainant within the promised response time.

If an issue cannot be resolved by our customer service department the issue will be escalated to the Customer Service Manager for review, analysis, and customer follow up.

When a customer calls with a problem, the process is:

The team is led by Alyson Struwe, Customer Service Manager. Ms. Struwe joined Pocket Nurse in 2015. She brings 15 years of contact center management experience specializing in phone, chat, email and social media programs, while working in the business process outsourcing industry. Drawing on her background in change management, she has worked with clients to develop more effective performance metrics, improve efficiencies and increase return on investment. She has managed sales and customer service teams of up to 350 representatives and believes in promoting a positive work environment by implementing reward performance and providing constant feedback.

Her clients included some of the world's largest and well-known brands specializing in retail, pharmaceutical and consumer goods and brings that experience to further develop our customer experience, brand management and continuing to build Pocket Nurse customer loyalty.

Tab 3 – Performance Capability

IV. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

Pocket Nurse® Customer Service Representatives are:

- 1. Ashlee Shirley**
- 2. Brenda Gaona**
- 3. Jennifer Conforti**
- 4. Jennifer Manno**
- 5. Teresa Wright**

Pocket Nurse® Data Entry Representatives are:

- 1. James Watson**
- 2. Wanda Grove**

Customer service representatives are available Monday through Friday by phone or email from 8 AM to 6 PM EST and can be reached by the following ways:

Phone: (800) 225-1600 - Monday through Friday between 8 am and 6 pm EST

Email: cs@pocketnurse.com - Monday through Friday between 8 am and 6 pm EST

Website: www.pocketnurse.com

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

- ix. Describe Offeror's invoicing process.

Response:

Upon ordering, Invoices are generated once an order is considered to be "Shipped". All invoices will either be set up to be emailed or mailed depending upon the customer requirement. when product is shipped.

Tab 3 – Performance Capability

IV. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

- x. Describe Offeror's contract implementation/customer transition plan.

Response:

Pocket Nurses' Sales and Marketing plan is to promote the National IPA Master Agreement. We will accomplish this by creating awareness of the Agreement and promoting to the following channels: Public Agency purchasing officials, end users and other key people within the organizations.

Our direct selling efforts will consist of verbal phone and in-person conversations, content marketing emails and placement of the contract as a landing page or under our procurement solutions tab/line on the ecommerce website. Pocket Nurse agrees to honor all Public Agency Customers who wish to procure from the Master Agreement. Since Pocket Nurse currently has a National IPA contract, our team is already set up to transition customers and implement the reporting required to be compliant under the master agreement.

- xi. Describe the financial condition of Offeror.

Response:

2015 Annual Sales: \$39.6 M
2016 Annual Sales: \$40.1 M
2017 Annual Sales: \$40.5 M
2018 Est Annual Sales: \$44 M +

This year, 2018, is poised to be the best sales year in Pocket Nurse history. As of mid-November 2018, the company has surpassed 2017 annual sales and is on course for a \$44 M - \$45M year, which equates to growth exceeding 11 percent. Pocket Nurse has been able to maintain 2018 operating expenses at 2017 levels despite the sales growth. Significant investments have been made to the business including the purchase of a new ERP Order Management System (\$400 K), new website (\$400 K) and a \$1.4 M expansion to our distribution center scheduled for completion in the spring of 2019. Working capital levels have consistently been more than \$10 M in the last few years. The company has access to a \$3 M line of credit from PNC Bank, which is secured by the company's assets, and currently does not have any outstanding balances on that line.

Tab 3 – Performance Capability

IV. EVALUATION PROCESS AND CRITERIA

b) Performance Capability

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

Response:

www.pocketnurse.com

In 2018, Pocket Nurse updated its website with enhanced features. Our current website provides a robust design with better search and quote function capabilities. Our new site can now support and integrate into a Punchout Site for any customer who meets the annual sales revenue requirements.

- xiii. Describe the Offeror's safety record.

Response:

Pocket Nurse is committed to the safety of all its individuals in the workplace and follows both external and internal regulations, policies and practices governing injury and accident prevention and safety. Pocket Nurse has a Certified Pennsylvania Workplace Safety Committee consisting of employer and employee representatives that meets monthly to continue developing, maintaining and improving safety programs. The Pocket Nurse leadership team and the Safety Committee are also involved in frequent safety inspections and investigations, offers initial and ongoing safety-related education to all employees, and works with outside consultants on improving safety and ergonomics-related initiatives. Pocket Nurse's proactive approach and employee involvement has resulted in its low accident and injury record. We are committed to continuous improvement.

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

Response:

Pocket Nurse, being a quality provider of medical supplies for education and simulation, has a proven track record of its performance capabilities within the healthcare education industry.

IV. EVALUATION PROCESS AND CRITERIA

Tab 4, c) Qualification and Experience

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

Response:

Pocket Nurse[®] Enterprises, Inc. (established 1992) is a Pennsylvania-based, nurse-owned-and-operated company that manufactures and distributes medical supplies and equipment for simulation and healthcare education worldwide. Pocket Nurse has been a trusted partner in nursing, EMS, pharmacy and allied healthcare education for more than 25 years. Corporate headquarters and distribution center are located at 610 Frankfort Road, Monaca, Pennsylvania 15061-2218.

- ii. Describe Offeror's reputation in the marketplace.

Response:

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

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

Response:

Pocket Nurse maintains a unique insight into the needs of simulation and healthcare professional educators. Because of our well-established and growing relationships with simulation educators, our employment of nurses, relationships with EMS educators and professionals, and contacts at numerous schools across the country, we are able to source and develop educational products specifically required and requested by our customers.

- iv. Describe the experience and qualification of key employees.

Response: (See Tab 12 for individual Biographies)

Anthony J. Battaglia, MS, BSN, RN	- President
William Evanson, CPIM, CIRM, CSSBB	- Senior Corporate Director
Nancy Gilkey	- Director of Finance
Aaron Vicari	- Director of Sales & Business Development
Jayme Maley	- Marketing Manager
Beth Telesz, MSN, RN	- Corporate Nurse Educator
Bruce Kolder	- Supply Chain Operations Manager
Alyson Struwe	- Customer Service Manager
Jarrold Fetchen	- Distribution Center Manager
Pam Park	- Purchasing Manager

IV. EVALUATION PROCESS AND CRITERIA
Tab 4, c) Qualification and Experience

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

Response:

Pocket Nurse has sold into the government sector and has been fully compliant with all contract requirements since 1992. Pocket Nurse has dedicated regional territory and account managers to address the needs of military trauma educators. Currently, we offer more than 5,000 product solutions to meet the various needs of all health educators in their instructional efforts.

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

Response:

Pocket Nurse has never been involved in any litigation, bankruptcy, or reorganization.



IV. EVALUATION PROCESS AND CRITERIA

Tab 5, d) Value Add

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

Response:

Pocket Nurse® balances consistency with innovation by providing new products and solutions that address the simulation educator’s ever-evolving needs. As a result, Pocket Nurse is not only a source for simulation supplies, but also a leader of industry trends and expertise.

Pocket Nurse has two corporate nurse educators on staff. The website, www.pocketnurse.com includes a link our “Ask a Nurse” feature, where customers can contact Pocket Nurse with questions regarding how to use our product solutions in simulation scenarios.

Through social media channels, Pocket Nurse seeks to enhance relationships with existing customers, create new relationships, and position ourselves as experts in the simulation education industry. To this end we have active accounts on LinkedIn, Facebook, and Twitter. In addition, we seek to inform and engage readers through SimTalk™ blog (<http://blog.simtalkblog.com/blog>).

All customer accounts with Pocket Nurse are provided an enhanced quick-order system, a request-quote function, and various e-procurement capabilities such as hosted catalog or Punchout.

Pocket Nurse has supported healthcare education since inception in 1992. Each year, the Anthony Battaglia Scholarship Fund offers scholarship opportunities to exceptional nursing students, faculty, educators and allied health professionals in order for them to attend tradeshows and engage in networking and learning opportunities.

IV. EVALUATION PROCESS AND CRITERIA

Tab 5, d) Value Add

Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

Response:

Pocket Nurse understands a competitive range is a determination based on the ratings of each proposal against all technical evaluation criteria and comprises the most highly rated proposals.

Pocket Nurse, being a leading manufacturer and distributor of medical supplies and equipment for healthcare education and simulation recognizes these selection standards. Pocket Nurse plans to continue building upon our attributes contributing to our successes, to further enable growth in the marketplace. We are excited to participate in this process.

Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

Response:

Pocket Nurse has participated in cooperative contracts for almost a decade. Throughout this time Pocket Nurse has not received any less than positive feedback towards its cooperative contracts.

Pocket Nurse is 100% committed to customer satisfaction and always takes pride to ensure that our product offering and customer experience meets or exceeds our customers' expectations daily.

Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

Response:

Pocket Nurse welcomes any additional questions or historical data requested by Region 4 ESC in the evaluation process.



Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*
- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Pocket Nurse Exception / Clarification Detail:

1. **Section, III. INSTRUCTIONS TO OFFERORS, Page 6 of 27, Item 4 Current products:** shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.

Response: NEED SAME RESPONSE AS TAB 3

Pocket Nurse manufactures and distributes medical supplies, furniture and equipment for education and simulation. Our product offering consists of both new equipment and supplies as well as refurbished (OEM) equipment. All refurbished equipment includes a one (1) to three (3) year warranty.

Region 4 Accepts, however Pocket Nurse must inform customer if refurbished equipment is being offered prior to issuance of purchase order.

2. Section, III. INSTRUCTIONS TO OFFERORS, Page 9 of 27, Item 22

Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request.

Response:

Pocket Nurse offers disposable product samples at a maximum of ten (10) samples not to exceed a value of \$100 per customer.

Region 4 Accepts

3. Section IV. EVALUATION PROCESS AND CRITERIA, Page 11 of 27, Item 2, a), iv. Describe any Shipping Charges.

Response:

- Free parcel type first (1st) floor deliveries via FedEx Ground.
- All third (3rd) party freight (LTL) deliveries will have freight calculated at time of order entry and be based upon the quantity, weight and distance to include but not limited to large equipment and furniture.

Region 4 Accepts

4. Section IV. EVALUATION PROCESS AND CRITERIA, Page 11 of 27, Item 2, a), vi. Describe any return and restocking fees.

Response:

Please see the enclosed Pocket Nurse Returns Policies & Procedures for complete detail.

Region 4 Accepts

5. Section – APPENDIX A, Page 17 of 27, Item 14) **Delivery:** Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery.

Response:

In-stock product shipping from the Central Distribution Center have an estimated lead time of four (4) to ten (10) days.

Vendor Direct shipment delivery time frame can range from two (2) to eight (8) weeks from receipt of a purchase order.

Region 4 Accepts

6. **Section – APPENDIX A, Page 17 of 27, Item 16) Payments: Payments Shall be made after satisfactory performance, in accordance with All provisions thereof, and upon receipt of a properly completed Invoice.**

Response:

Upon receipt of a Pocket Nurse invoice, Payment Terms are Net 30 via check, bank draft, or ACH.

Region 4 Accepts

7. **Section – Requirements for National Cooperative Contract, Page 5 of 44, Section - 2.0 REPRESENTATIONS AND COVENANTS, 2.2 Pricing Commitment – Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.**

Response:

Offeror agrees that the overall prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customers meeting the same qualifications or requirements. Pocket Nurse reserves the right to provide non-members a lower unit price on a one-time large volume/bulk order.

This is already addressed in the Tab 2 Products & Pricing

8. **Section – Requirements for National Cooperative Contract, Page 8 of 44, Section, EXHIBIT a**
 - M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).



2019

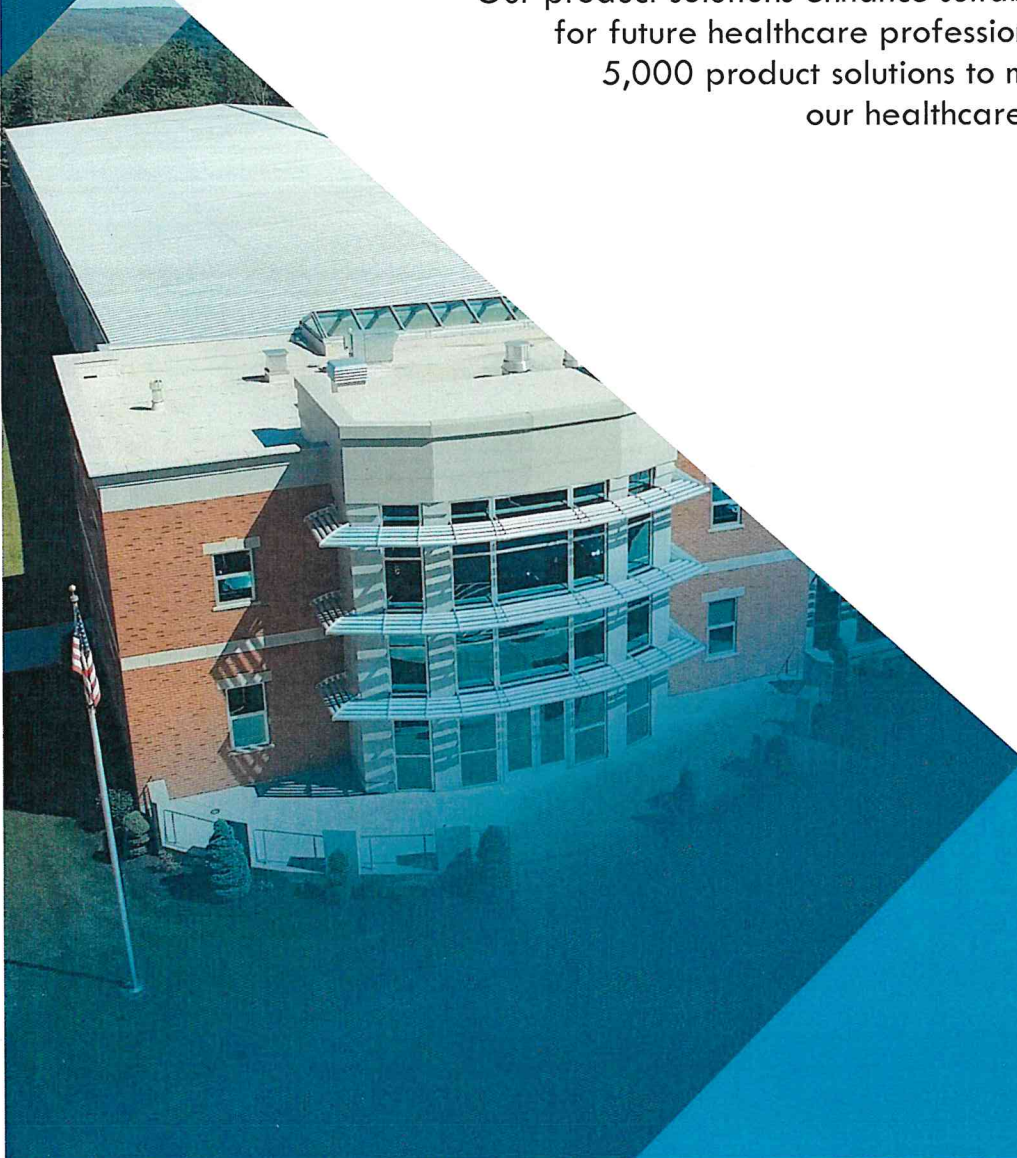
CORPORATE OVERVIEW

COMPANY SNAPSHOT

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

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

Our product solutions enhance suitable learning environments for future healthcare professionals. We offer more than 5,000 product solutions to meet the various needs of our healthcare education professionals.



WE OFFER

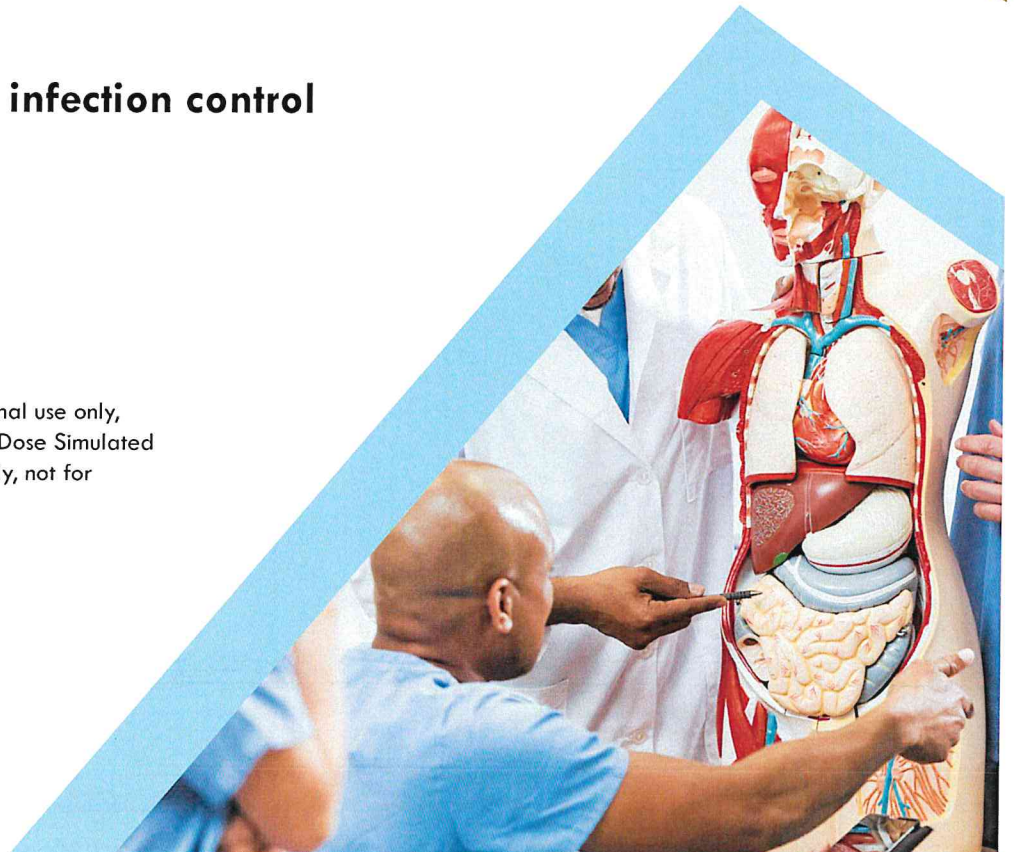
comprehensive simulation and educational medical supplies for allied healthcare education programs. Our production solutions include Demo Dose® simulated medications, Pocket Nurse branded products, simulated medication management systems with integrated electronic health records, and student health totes.



WE ALSO OFFER:

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

Pocket Nurse products are for educational use only, not for clinical or diagnostic use. Demo Dose Simulated Medications are for educational use only, not for human or animal use.

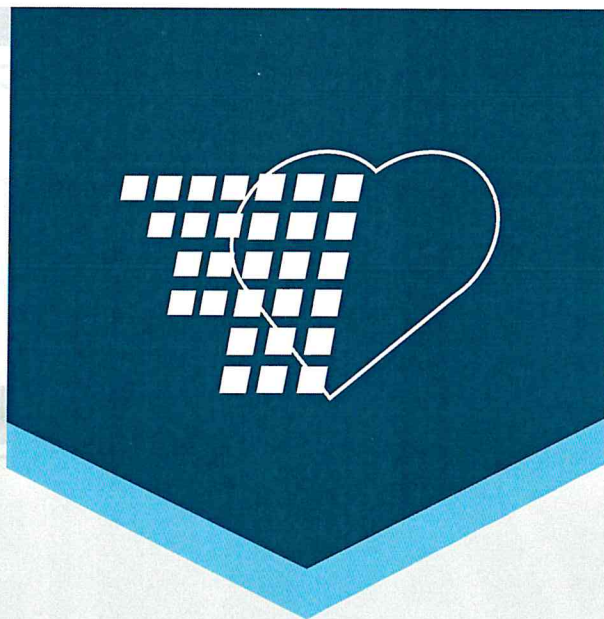


HISTORY

In 1992, Pocket Nurse sold a single product – the Pocket Nurse pocket organizer that included bandage scissors, a hemostat, an integrated penlight, and an engraved nameplate. The Pocket Nurse was a success, but owner Anthony Battaglia, MS, BSN, RN, had a vision to help health educators in their instructional efforts. In the 25 years following, we've made it our mission to meet those needs, even when it means developing entirely original products.

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





Thank you for your interest in Pocket Nurse®.

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

As a result, Pocket Nurse is not only your source for simulation supplies, but also industry trends, and reader engagement! Please visit our SimTalk blog (simtalkblog.com) for current articles on simulation.

For online purchases, visit www.PocketNurse.com. Creating an account with us gives you an enhanced quick-order system, a request-quote function, and e-procurement capabilities.

Our intense customer focus means you have an ally who shares your vision and is here for you.

Everyone at Pocket Nurse® appreciates the support of a nurse-owned-and-operated small business!

Let's imagine what's possible!



Anthony Battaglia MS, BSN, RN
President
Pocket Nurse®

MISSION & VALUES

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



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

Integrity:

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

Commitment:

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

Accountability:

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

Inclusion:

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

Respect:

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

OUR FACILITY

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

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



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



LEADERSHIP

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

Anthony J. Battaglia, MS, BSN, RN
President

William Evanson, CPIM, CIRM, CSSBB
Senior Corporate Director

Alma Brandenburg
Director of Human Resources

Nancy Gilkey
Director of Finance

Aaron Vicari,
Director of Sales and Business Development

Beth Telesz, MSN, RN
Corporate Nurse Educator

Jayne Maley
Marketing Manager

Amy Hallstein
Sales Manager

Justina Luckey
Business Development Manager

Bruce Kolder,
Supply Chain Operations Manager

Pam Park
Purchasing Manager

Alyson Struwe
Customer Service Manager

Jarrold Fetchen
Facilities Manager



OUR PRODUCTS

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

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

Pocket Nurse® Brand Products –

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



Medication Management Solutions –

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



Custom Health Totes –

The market share leader of custom student health tote bags. Designed specifically for nursing students and offered with pre-configured product bundles including: RN, LPN/LVN, EMT, Phlebotomy, Physical Assessment, Medication Administration, and IV Therapy.

Medical Supplies and Equipment –

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



Demo Dose® Products –

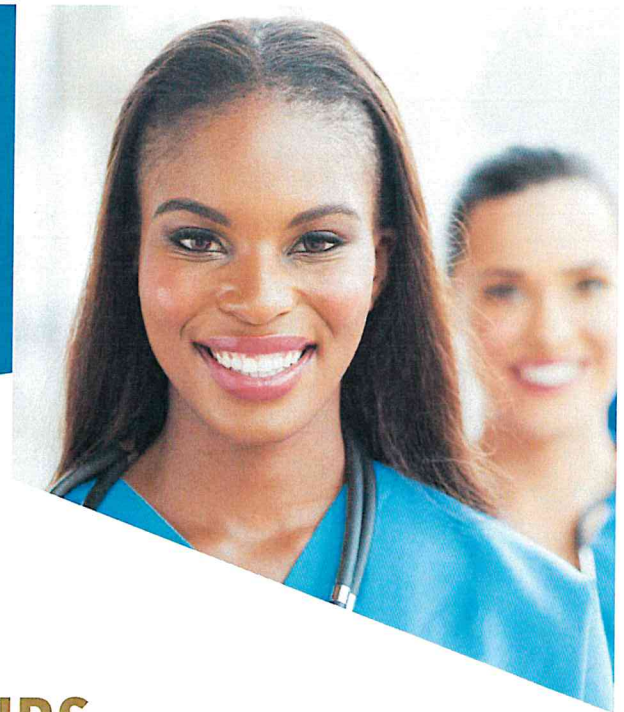
The market share leader of simulated medication products including: medication dispense systems, code drugs, parenteral medications, oral medications, IV fluids, simulated blood types, TPN fluids, MDI medications, and optic medications.

For Instructional Use Only. Not For Human or Animal Use.



Each of these product lines combine to support the corporate philosophy of “One Source, One Solution”. In addition through Corporate Sponsorships and relationships, the company has not only developed a strong brand, but is also seen as a colleague and not as a business. Customers provide input for product development and Pocket Nurse fulfills their requests.

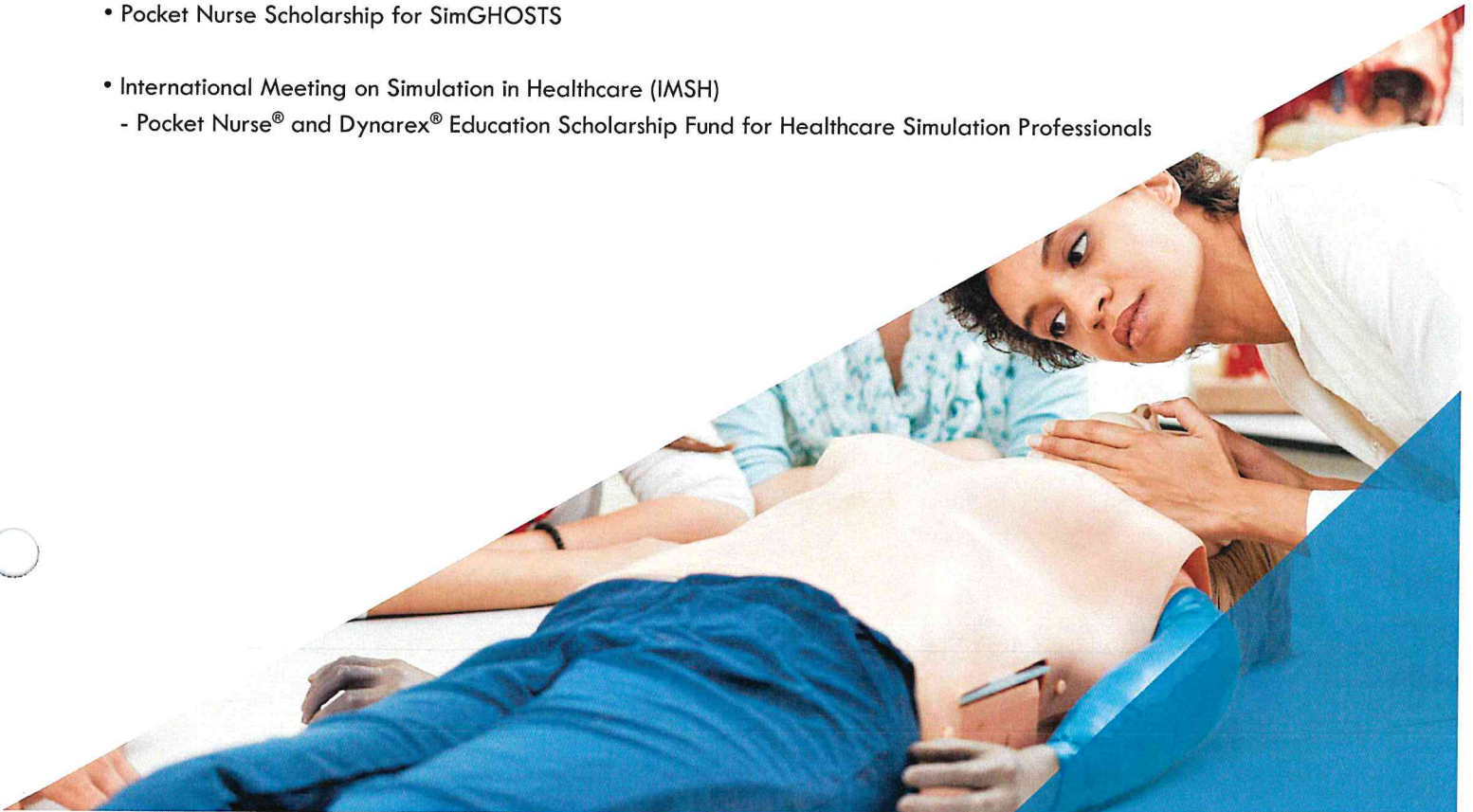
● COMMUNITY INVOLVEMENT



EDUCATION SCHOLARSHIPS

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

- Pocket Nurse® / Pittsburgh Foundation Scholarship Fund
- International Nursing Association for Clinical Simulation and Learning (INACSL)
 - Anthony Battaglia Pocket Nurse Scholarships
- Pocket Nurse Scholarship for SimGHOSTS
- International Meeting on Simulation in Healthcare (IMSH)
 - Pocket Nurse® and Dynarex® Education Scholarship Fund for Healthcare Simulation Professionals



www.PocketNurse.com
PH 800.225.1600 | FX 800.763.0237



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

OPEN RECORDS POLICY

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

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

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

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

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

11/30/18

Date



Director of Sales and Business Development

Authorized Signature & Title

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

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

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

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

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

Company Pocket Nurse Enterprises, Inc. DBA Pocket Nurse **Contact**



Signature

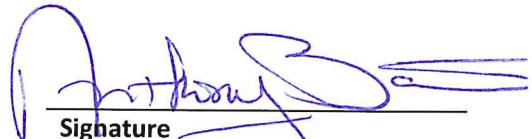
Aaron Vicari

Printed Name

Director of Sales and Business Development
Position with Company

Address 610 Frankfort Road
Monaca, PA 15061-2218

**Official
Authorizing
Proposal**



Signature

Anthony Battaglia

Printed Name

President

Position with Company

Phone 800-225-1600

Fax 800-763-0237

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Pocket Nurse Enterprises, Inc.
 Monaca, PA United States

Certificate Number:
 2018-428108

Date Filed:
 11/27/2018

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 19-02
 Pocket Nurse sells medical supplies, furniture and equipment for education and simulation.

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

Executed in Beaver County, State of Pennsylvania, on the 30th day of November, 2018.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Texas Government Code 2270 Verification Form

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

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

I, Aaron Vicari, as an authorized representative of

Pocket Nurse Enterprises, Inc. DBA Pocket Nurse, a contractor engaged by

Insert Name of Company

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

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

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

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



Signature of Named Authorized Company Representative

11/30/18

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

NEW JERSEY BUSINESS COMPLIANCE

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

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Pocket Nurse Enterprises, Inc. DBA Pocket Nurse

Street: 610 Frankfort Road

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

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Anthony Battaglia ^{the owner - 100% ownership} ~~an authorized representative of~~ Pocket Nurse Enterprises, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Anthony Battaglia	610 Frankfort Road, Monaca, PA 15061-2218	100% Ownership
<u>Privately owned company which is incorporated as an S Corporation in the state of Pennsylvania.</u>		

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

11/30/18

Date

President

Authorized Signature and Title

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Pocket Nurse Enterprises, Inc. DBA Pocket Nurse

Street: 610 Frankfort Road

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

State of Pennsylvania

County of Beaver

I, Aaron Vicari of the Monaca
Name City

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

I am the Director of Sales & Business Development Pocket Nurse Enterprises, Inc.
Title of the firm of DBA Pocket Nurse
Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Pocket Nurse Enterprises, Inc.
DBA Pocket Nurse
Company Name


Director of Sales & Business Development
Authorized Signature & Title

Subscribed and sworn before me

this 30th day of November, 20 18

Nancy A. Gilkey
Notary Public of BEAVER CO. PA

My commission expires 2-15, 20 21

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Nancy A. Gilkey, Notary Public
Potter Twp., Beaver County
My Commission Expires Feb. 15, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA Requirements for National Cooperative Contract
NOTARIAL SEAL
Nancy A. Gilkey, Notary Public
Potter Twp., Beaver County
Commission Expires Feb. 15, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

SEAL



NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

Pocket Nurse Enterprises, Inc.

Company Name: DBA Pocket Nurse
Street: 610 Frankfort Road
City, State, Zip Code: Monaca, PA 15061-2218

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

11/30/18

Date


Director of Sales & Business Development

Authorized Signature and Title

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Pocket Nurse does not have a Nexus in the state of New Jersey, is incorporated and located in the state of Pennsylvania, will not be on-site in the state of New Jersey and does not utilize sub-contractors.

NA

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Pocket Nurse Enterprises, Inc. DBA Pocket Nurse		
Address:	610 Frankfort Road		
City:	Monaca	State: PA	Zip: 15061-218

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


Aaron Vicari
Director of Sales & Business Development
 Signature Printed Name Title

Part II - Contribution Disclosure

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
NA-Pocket Nurse does not make Political Contributions			\$

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

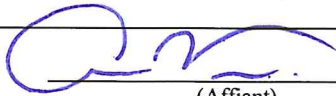
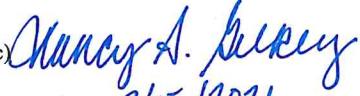
Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: Anthony Battaglia - 100% Ownership	Name:
Home Address: 610 Frankfort Road Monaca, PA 15061-2218	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>30th</u> day of <u>November</u> , <u>2018</u>	 _____ (Affiant)
(Notary Public) 	Aaron Vicari, Director of Sales & Business Development _____ (Print name & title of affiant)
My Commission expires: <u>2/15/2021</u>	(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA Requirements for National Cooperative Contract

NOTARIAL SEAL
Nancy A. Gilkey, Notary Public
Potter Twp., Beaver County
My Commission Expires Feb. 15, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

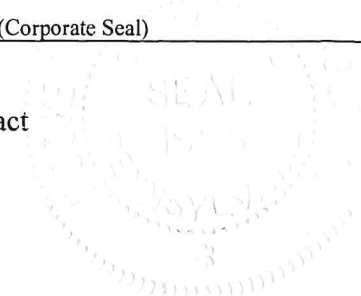


EXHIBIT G - NEW JERSEY BUSINESS COMPLIANCE
DOC #6 NJ - DOCUMENTS

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

Pocket Nurse Enterprises, Inc.

Quote Number: Region 4/NIPA Bid: 19-02 Bidder/Offeror: DBA Pocket Nurse

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/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 bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

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

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

You must provide a detailed, accurate and precise description of the activities of the 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.

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

NA-Pocket Nurse does not participate in business or investment activities in or with Iran.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities NA

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 above-referenced person or entity. I acknowledge that the State 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 any contracts with the State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Aaron Vicari Signature: 
Title: Director of Sales & Business Development Date: 11/30/18

Pocket Nurse does not participate in business or investment activities in or with Iran.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

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

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

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:

20180301111817398

Certification 30611

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2018** to **15-APR-2021**

**POCKET NURSE
610 FRANKFORT ROAD
MONACA PA 15061**



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

ELIZABETH MAHER MUOIO
Acting State Treasurer



Affirmative Action Statement

Pocket Nurse® is committed to promoting equal educational and employment opportunities without regard to race, creed, color, sex, sexual orientation, national origin, age, marital status, disability, status with regard to public assistance, religion, or membership or activity in a local human rights commission.

Discrimination, and the prejudice from which it results, are actions our culture focuses on to prevent. Pocket Nurse strives to implement policies and programs to promote all employment related actions to be based on skills, experience and qualifications.

Pocket Nurse maintains an Executive Order 11246 compliant Affirmative Action Plan on file.

Regards,

A handwritten signature in black ink that reads "Alma J. Brandenburg".

Alma J. Brandenburg
Director of Human Resources
(724) 480-3758 Phone
(724) 480-3759 Fax
abrandenburg@pocketnurse.com

610 Frankfort Road, Monaca PA 15061-2218
Tel: 800.225.1600 Fax: 800.763.0237
www.pocketnurse.com

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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..

Does Vendor agree? YES AMV Initials of Authorized Representative of Vendor

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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


Offeror's Name: Pocket Nurse Enterprises, Inc. DBA Pocket Nurse

Address, City, State, and Zip Code: 610 Frankfort Road, Monaca, PA 15061-2218

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

Printed Name and Title of Authorized Representative: Aaron Vicari, Director of Sales and Business Development

Email Address: vicaria@pocketnurse.com

Signature of Authorized Representative:  Date: 11/30/18