

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

**Contract # R191813**

*for*

Furniture, Installation and Related Services

*with*

**OFS Brands, Inc.**

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the OFS Brands, Inc. effective May 1, 2020:

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

**APPENDIX A**

**CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
  - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- 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.

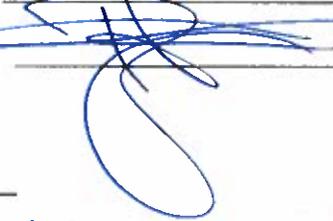
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation 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.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

**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 OFS Brands, Inc.  
Address 1204 East Sixth Street  
City/State/Zip Huntingburg Indiana 47542  
Telephone No. 812-630-4774  
Email Address rmenke@ofs.com  
Printed Name Ryan Moxe  
Title Senior Vice President, Sales & Marketing  
Authorized signature 

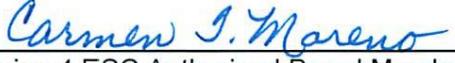
**Accepted by Region 4 ESC:**

Contract No. R191813

Initial Contract Term May 1, 2020 to April 30, 2023

  
\_\_\_\_\_  
Region 4 ESC Authorized Board Member  
Margaret S. Bass  
\_\_\_\_\_  
Print Name

4/28/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Region 4 ESC Authorized Board Member  
Carmen T. Moreno  
\_\_\_\_\_  
Print Name

4/28/2020  
\_\_\_\_\_  
Date



**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.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			noted by
			OMNIA Partners
			Acceptable by Region4



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Furniture and Related Services Solicitation Number 1-18

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367-368		h. DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond.
369		i. Signed receipt of Addendum 1 acknowledgment



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December 7, 2019

Crystal Wallace  
Region 4 Education Service Center  
7145 West Tidwell Rd  
Houston TX 77092

Regarding: Solicitation Number 19-18 for Furniture, Installation and Related Services

Dear Ms. Wallace:

OFS Brands Inc. is pleased to submit the enclosed response to the above-referenced solicitation.

OFS Brands (recognized as OFS) is a family-owned, community-driven manufacturer, providing socially responsible furniture and logistics solutions through our brands of OFS and Carolina in education, office, healthcare, government, and home office markets across the world. Established in 1937, in Huntingburg Indiana, OFS has grown into a global leader while staying true to its local roots and core values of sustainability, craftsmanship, and design.

OFS is pleased to include complete access to our entire portfolio for Region 4 ESC and OMNIA members.

OFS received our first Region 4 ESC contract in the spring of 2015 made available through TCPN and has grown sales in double digits year over year. On behalf of all of our employees, I want to thank you for the opportunity to be considered once again as a contract partner.

I understand that it is Region 4's intent to make this contract available not only to the Texas public agencies but that Region 4 has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher

**ofs.com**

1204 East Sixth Street  
Huntingburg, IN 47542  
800.521.5381



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education entities, non-profit entities, and agencies for the public benefit through OMNIA Partners' cooperative purchasing program.

We agree to provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies and to respond to such requests within one (1) working day after receipt of the request.

As a current OMNIA Supplier, we have an established dedicated team and sales force who understand the value and importance of this contract. I, as National Account Director for Public Agencies will continue to lead this effort and will serve as the contract manager.

Our distribution model will give your customers and OMNIA Partners members the freedom to choose the dealer/installation partner that works best for them. Our logistics program, unique in our industry, has a proven track record of cost savings and environmental impact for our customers. If you choose to partner with us, we will work with your team to fulfill your stated objectives. We won't let you down. You have my word.

Our Executive signing our offer is Ryan Menke:

OFS Brands Inc., 1204 East Sixth Street, Huntingburg, IN 47542  
Corporate: 866.637.9328; Mobile: 812-630-4774; Fax: 844-727-5025  
Email: (preferred method) [RMenke@ofs.com](mailto:RMenke@ofs.com)

Please contact us with any questions. I am best reached via my mobile number 704.771.9003 and at [AMcClelland@ofs.com](mailto:AMcClelland@ofs.com). Thank you again for this opportunity.

Sincerely,

**Anna McClelland**  
National Account Director



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

Solicitation Number 19-18

Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

Furniture, Installation, and Related Services

**SUBMITTAL DEADLINE: Wednesday, December 11, 2019, 2:00 PM  
CENTRAL TIME**

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than December 2, 2019. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

### NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on Thursday, November 21, 2019 at 10:00 am in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at [cwallace@esc4.net](mailto:cwallace@esc4.net), by Friday, November 15, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: Thursday, November 7, 2019

## **I. SCOPE OF WORK**

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Furniture, Installation, and Related Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Furniture, Installation, and Related Services, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 39 open-enrollment charter schools, representing more than 1.2 million students, 99,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being “piggybackable.”

### **NATIONAL CONTRACT**

Region 4 Education Service Center, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the

Offeror, OMNIA Partners provides marketing and administrative support for the Offeror that directly promotes the Offeror's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Offeror benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (Appendix D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Furniture, Installation, and Related Services purchased under the Master Agreement through OMNIA Partners is approximately \$275 million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

#### Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

#### **SCOPE OF GOODS AND SERVICES**

It is the intention of Region 4 ESC to establish a contract with Offeror(s) for a complete and comprehensive line of Furniture and Installation Services. Offerors are encouraged to propose their complete catalog of products and services including, but not limited to, the following categories:

- **Systems Furniture:** A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;
- **Freestanding Furniture:** A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and accessories not limited to pre-school items available from the Company;
- **Seating/Chairs:** A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating not limited to pre-school items available from the Company;
- **Soft Seating:** A complete and comprehensive catalog selection of soft seating for areas such as commons, libraries, waiting areas and open learning spaces. Products include, but are not limited to, lounge seating, modular linear seating, tables, and accessories.
- **Filing Systems, Storage and Equipment:** A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Company;

- **Technology Support Furniture:** A complete and comprehensive catalog selection of technology support furniture to support technology-based learning environments.
- **Library Furniture:** A complete and comprehensive catalog selection of library furniture including shelving.
- **Science Laboratory Furniture:** A complete and comprehensive catalog selection of science laboratory furniture.
- **Cafeteria Furniture:** A complete and comprehensive catalog selection of cafeteria furniture.
- **Early Childhood Furniture:** A complete and comprehensive catalog selection of early childhood furniture.
- **Audio/Visual Furniture:** A complete and comprehensive catalog selection of audio/visual furniture.
- **Art Instructional Furniture:** A complete and comprehensive catalog selection of art instructional furniture.
- **Educational Office Furniture:** A complete and comprehensive catalog selection of educational office furniture.
- **Career/Technical Education Furniture:** A complete and comprehensive catalog selection of career/technical education furniture.
- **Auditorium/Theater Fixed Seating:** A complete and comprehensive catalog selection of auditorium/theater fixed seating and related furniture.
- **Modular Walls:** A complete and comprehensive catalog selection of modular wall systems.
- **Related Products, Support Services and Solutions:** Related office interior products and design, “Quick Ship”, design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, professional development, furniture leasing, asset management services, storage, buyback programs, furniture refurb and any other related products and services or solutions offered by the Company.

Although this section reflects the needs and requirements of Region 4 ESC, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive program, as it pertains to Furniture, Installation, or Related Services, nationally. Furniture, Installation, or Related Services may include products and services associated with items which OMNIA Partners Participating Agencies may elect to use. OMNIA Partners Participants will sign a supplemental or usage agreement with the awarded vendor substantially based on the terms and conditions of the Region 4 ESC contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

**II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):**

**Event**

Issue RFP

Pre-proposal Conference

Deadline for questions via email

Issue Addenda (if required)

Proposal Due Date

Approval from Region 4 ESC

Contract Effective Date

**Date**

November 7, 2019

November 21, 2019

December 2, 2019

December 4, 2019

December 11, 2019

February 25, 2020

March 1, 2020

### III. INSTRUCTIONS TO OFFERORS

#### 1. Key Definitions

**Contract:** The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

**Contractor:** Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

**Days:** calendar days

**Offeror:** A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than Monday, December 2, 2019. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals 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.
5. Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents (Appendix D)

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
  - b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
  - c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
  - d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
  - e. Any additional agreements Offeror will require Participating Agencies to sign
7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

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 or Contractor. 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. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
- a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.
- Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
- b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.
  - c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Solicitation Name and Number \_\_\_\_\_ Due Date and Time \_\_\_\_\_

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their

withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
- a) Name, address and telephone number of protester;
  - b) Original signature of protester or its representative;
  - c) Identification of the solicitation by RFP number;
  - d) Detailed statement of legal and factual grounds including copies of relevant documents;  
and
  - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

#### IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
  - a) Products/Pricing (40 Points)
  - b) Performance Capability (30 Points)
  - c) Qualification and Experience (20 Points)
  - d) Value Add (10 Points)
2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

##### a) Products/Services/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, those 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.
- 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)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).
- iii. Is pricing available for all products and services?
  - i. Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.
- iv. Describe any shipping charges.
  - i. Describe delivery charges along with definitions for:
    1. Dock Delivery
    2. Inside Delivery
    3. Deliver and Install
- v. Provide pricing for warranties on all products and services.
- vi. Describe any return and restocking fees.

- 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.
- viii. Describe how customers verify they are receiving Contract pricing.
- ix. Describe payment methods offered.
- 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.
- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

## **b) Performance Capability**

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.  
[See Tab 3 document 2 Performance Capability for detailed answers to the following:](#)
- iv. Describe how Offeror responds to emergency orders. [Via a 12 day Quickship Program](#)
- v. What is Offeror's average Fill Rate? [98-99%](#)
- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines. [99%](#)
- vii. Describe Offeror's return and restocking policy.  
[All returns require prior authorization and may incur a 25% restocking fee plus freight costs. Tab 3 document 2 offers additional details.](#)
- viii. Describe Offeror's ability to meet service and warranty needs. [See Tab 3 item 2](#)
- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- xi. Describe Offeror's contract implementation/customer transition plan.
- xii. Describe the financial condition of Offeror.
- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- xiv. Describe the Offeror's safety record.
- xv. Provide any additional information relevant to this section.

**c) Qualification and Experience**

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with the government sector.
- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- viii. Provide any additional information relevant to this section.

**ci) Value Add**

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

**cii) 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.

**ciii) 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.

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

**APPENDIX A**

**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

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

#### 11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
  - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- 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.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

**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 \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized signature \_\_\_\_\_

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



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

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

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature & Title

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

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

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

**Company**

**Contact**

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Address**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

\_\_\_\_\_

**Official  
Authorizing  
Proposal**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Phone**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

**Fax**

\_\_\_\_\_

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

**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, \_\_\_\_\_, as an authorized representative of

\_\_\_\_\_, 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

\_\_\_\_\_  
Date

## Appendix D



### **REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT**

#### **TO BE ADMINISTERED BY**

#### **OMNIA PARTNERS, PUBLIC SECTOR**

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

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,  
EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

**EXHIBIT A**  
**RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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**1.0 Scope of National Cooperative Contract**

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

**1.1 Requirement**

Region 4 ESC, (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), is requesting proposals for Furniture, Installation, and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners, Public Sector’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector’s cooperative purchasing program. Registration with OMNIA Partners, Public Sector as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, Public Sector, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners, Public Sector.

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

incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

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

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

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

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

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

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

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

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

- A. Individual sales calls
- B. Joint sales calls

- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners, Public Sector Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$275 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when

applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners, Public Sector).

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

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

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

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

## **2.0 REPRESENTATIONS AND COVENANTS**

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

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master

Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners, Public Sector and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## **2.2 Pricing Commitment**

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

## **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## **3.0 SUPPLIER RESPONSE**

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

### **3.1 Company**

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.

- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

### **3.2 Distribution, Logistics**

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
    - OMNIA Partners, Public Sector standard logo;
    - Copy of original Request for Proposal;
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners, Public Sector

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:
  - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

- I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ \_\_\_\_\_ .00 in year one  
 \$ \_\_\_\_\_ .00 in year two  
 \$ \_\_\_\_\_ .00 in year three

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

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

**EXHIBIT B**  
**ADMINISTRATION AGREEMENT, EXAMPLE**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

**WHEREAS**, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## **TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

### **NATIONAL PROMOTION**

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

### **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C (“Contract Sales Report”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector’s sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector’s sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector’s sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector’s reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector’s costs and expenses related to such audit.

## **GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector’s rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector’s sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of

OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

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Signature

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Name

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Title

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Date

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Signature

Sarah Vavra

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Name

Sr. Vice President, Public Sector  
Contracting

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Title

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Date

**EXHIBIT C**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,**  
**EXAMPLE**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES

THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY, A  
DELAWARE CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR AND/OR  
COMMUNITIES PROGRAM MANAGEMENT,  
LLC, A CALIFORNIA LIMITED LIABILITY  
COMPANY D/B/A U.S. COMMUNITIES**

\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title and Agency Name  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**EXHIBIT D**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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

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**TO WHOM IT MAY CONCERN:**

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

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**DEFINITIONS**

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

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

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

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

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

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

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

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#### APPENDIX II TO 2 CFR PART 200

**(A) Contracts for more than the simplified acquisition threshold currently set at \$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 \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ 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 \_\_\_\_\_ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does offeror agree? YES \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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)

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 \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ 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 \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES \_\_\_\_\_ 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: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

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

**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:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**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 \_\_\_\_\_, an authorized representative of \_\_\_\_\_, 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

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

**Date**

**Authorized Signature and Title**

**NON-COLLUSION AFFIDAVIT**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ of  
the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_

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

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_

Title

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*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

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

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**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.*

\_\_\_\_\_  
\_\_\_\_\_

**Date**

**Authorized Signature and Title**

**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 it 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).

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Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

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

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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



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.**

**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:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

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>

**EXHIBIT H**  
**ADVERTISING COMPLIANCE REQUIREMENT**

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR

CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT

EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT

LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT

RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR

WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR

BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT, OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT, OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR  
BEND METRO PARK AND RECREATION DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT, OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR  
BOARDMAN PARK AND RECREATION DISTRICT  
BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR  
BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR  
BRIDGE R.F.P.D., OR  
BROOKS COMMUNITY SERVICE DISTRICT, OR  
BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR  
BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR  
CALAPOOCIA R.F.P.D., OR  
CAMAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR  
CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR

CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL LINCOLN P.U.D., OR  
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR  
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR  
COLUMBIA RIVER FIRE & RESCUE, OR  
COLUMBIA RIVER PUD, OR  
COLUMBIA S.W.C.D., OR

COLUMBIA S.W.C.D., OR  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS FOREST PROTECTIVE ASSOCIATION  
COOS S.W.C.D., OR  
COQUILLE R.F.P.D., OR  
COQUILLE VALLEY HOSPITAL DISTRICT, OR  
CORBETT WATER DISTRICT, OR  
CORNELIUS R.F.P.D., OR  
CORP RANCH ROAD WATER IMPROVEMENT, OR  
CORVALLIS R.F.P.D., OR  
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR  
COUNTRY CLUB WATER DISTRICT, OR  
COUNTRY ESTATES ROAD DISTRICT, OR  
COVE CEMETERY MAINTENANCE DISTRICT, OR  
COVE ORCHARD SEWER SERVICE DISTRICT, OR  
COVE R.F.P.D., OR  
CRESCENT R.F.P.D., OR  
CRESCENT SANITARY DISTRICT, OR  
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR  
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR  
CROOK COUNTY CEMETERY DISTRICT, OR  
CROOK COUNTY FIRE AND RESCUE, OR  
CROOK COUNTY PARKS & RECREATION DISTRICT, OR  
CROOK COUNTY S.W.C.D., OR  
CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
CROOKED RIVER RANCH R.F.P.D., OR  
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR  
CRYSTAL SPRINGS WATER DISTRICT, OR  
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR  
CURRY COUNTY S.W.C.D., OR  
CURRY HEALTH DISTRICT, OR  
CURRY PUBLIC LIBRARY DISTRICT, OR  
DALLAS CEMETERY DISTRICT #4, OR  
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
DAYS CREEK R.F.P.D., OR  
DAYTON FIRE DISTRICT, OR  
DEAN MINARD WATER DISTRICT, OR  
DEE IRRIGATION DISTRICT, OR  
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR  
DEPOE BAY R.F.P.D., OR  
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
DESCHUTES COUNTY R.F.P.D. #2, OR  
DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
DESCHUTES S.W.C.D., OR  
DESCHUTES VALLEY WATER DISTRICT, OR  
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
DEXTER R.F.P.D., OR  
DEXTER SANITARY DISTRICT, OR  
DORA-SITKUM R.F.P.D., OR  
DOUGLAS COUNTY FIRE DISTRICT #2, OR  
DOUGLAS S.W.C.D., OR  
DRAKES CROSSING R.F.P.D., OR  
DRRH SPECIAL ROAD DISTRICT #6, OR  
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
DUFUR RECREATION DISTRICT, OR  
DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
DUNDEE R.F.P.D., OR  
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR

EAGLE POINT IRRIGATION DISTRICT, OR  
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR  
EAGLE VALLEY R.F.P.D., OR  
EAGLE VALLEY S.W.C.D., OR  
EAST FORK IRRIGATION DISTRICT, OR  
EAST MULTNOMAH S.W.C.D., OR  
EAST SALEM SERVICE DISTRICT, OR  
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR  
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR  
EAST UMATILLA COUNTY R.F.P.D., OR  
EAST VALLEY WATER DISTRICT, OR  
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR  
ELGIN HEALTH DISTRICT, OR  
ELGIN R.F.P.D., OR  
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR  
ELKTON R.F.P.D., OR  
EMERALD P.U.D., OR  
ENTERPRISE IRRIGATION DISTRICT, OR  
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR  
ESTACADA R.F.P.D. #69, OR  
EUGENE R.F.P.D. # 1, OR  
EUGENE WATER AND ELECTRIC BOARD  
EVANS VALLEY FIRE DISTRICT #6, OR  
FAIR OAKS R.F.P.D., OR  
FAIRVIEW R.F.P.D., OR  
FAIRVIEW WATER DISTRICT, OR  
FALCON HEIGHTS WATER AND SEWER, OR  
FALCON-COVE BEACH WATER DISTRICT, OR  
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
FARGO INTERCHANGE SERVICE DISTRICT, OR  
FARMERS IRRIGATION DISTRICT, OR  
FAT ELK DRAINAGE DISTRICT, OR  
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR  
FOR FAR ROAD DISTRICT, OR  
FOREST GROVE R.F.P.D., OR  
FOREST VIEW SPECIAL ROAD DISTRICT, OR  
FORT ROCK-SILVER LAKE S.W.C.D., OR  
FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
FOX CEMETERY MAINTENANCE DISTRICT, OR  
GARDINER R.F.P.D., OR  
GARDINER SANITARY DISTRICT, OR  
GARIBALDI R.F.P.D., OR  
GASTON R.F.P.D., OR  
GATES R.F.P.D., OR  
GEARHART R.F.P.D., OR  
GILLIAM S.W.C.D., OR  
GLENDALE AMBULANCE DISTRICT, OR  
GLENDALE R.F.P.D., OR  
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
GLENEDEN SANITARY DISTRICT, OR  
GLENWOOD WATER DISTRICT, OR  
GLIDE - IDLEYLD SANITARY DISTRICT, OR  
GLIDE R.F.P.D., OR  
GOLD BEACH - WEDDERBURN R.F.P.D., OR  
GOLD HILL IRRIGATION DISTRICT, OR  
GOLDFINCH ROAD DISTRICT, OR  
GOSHEN R.F.P.D., OR  
GOVERNMENT CAMP ROAD DISTRICT, OR  
GOVERNMENT CAMP SANITARY DISTRICT, OR  
GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
GRAND RONDE SANITARY DISTRICT, OR  
GRANT COUNTY TRANSPORTATION DISTRICT, OR  
GRANT S.W.C.D., OR  
GRANTS PASS IRRIGATION DISTRICT, OR

GREATER BOWEN VALLEY R.F.P.D., OR  
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR  
GREATER TOLEDO POOL RECREATION DISTRICT, OR  
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
GREEN SANITARY DISTRICT, OR  
GREENACRES R.F.P.D., OR  
GREENBERRY IRRIGATION DISTRICT, OR  
GREENSPRINGS RURAL FIRE DISTRICT, OR  
HAHLEN ROAD SPECIAL DISTRICT, OR  
HAINES CEMETERY MAINTENANCE DISTRICT, OR  
HAINES FIRE PROTECTION DISTRICT, OR  
HALSEY-SHEDD R.F.P.D., OR  
HAMLET R.F.P.D., OR  
HARBOR R.F.P.D., OR  
HARBOR SANITARY DISTRICT, OR  
HARBOR WATER P.U.D., OR  
HARNEY COUNTY HEALTH DISTRICT, OR  
HARNEY S.W.C.D., OR  
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
HARRISBURG FIRE AND RESCUE, OR  
HAUSER R.F.P.D., OR  
HAZELDELL RURAL FIRE DISTRICT, OR  
HEBO JOINT WATER-SANITARY AUTHORITY, OR  
HECETA WATER P.U.D., OR  
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
HELIX PARK & RECREATION DISTRICT, OR  
HELIX R.F.P.D. #7-411, OR  
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
HEPPNER R.F.P.D., OR  
HEPPNER WATER CONTROL DISTRICT, OR  
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR  
HERMISTON CEMETERY DISTRICT, OR  
HERMISTON IRRIGATION DISTRICT, OR  
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR  
HIGH DESERT PARK & RECREATION DISTRICT, OR  
HIGHLAND SUBDIVISION WATER DISTRICT, OR  
HONOLULU INTERNATIONAL AIRPORT  
HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR  
HOOD RIVER S.W.C.D., OR  
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR  
HOODLAND FIRE DISTRICT #74  
HOODLAND FIRE DISTRICT #74, OR  
HORSEFLY IRRIGATION DISTRICT, OR  
HOSKINS-KINGS VALLEY R.F.P.D., OR  
HOUSING AUTHORITY OF PORTLAND  
HUBBARD R.F.P.D., OR  
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR  
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
ICE FOUNTAIN WATER DISTRICT, OR  
IDAHO POINT SPECIAL ROAD DISTRICT, OR  
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR  
ILLINOIS VALLEY FIRE DISTRICT  
ILLINOIS VALLEY R.F.P.D., OR  
ILLINOIS VALLEY S.W.C.D., OR  
IMBLER R.F.P.D., OR  
INTERLACHEN WATER P.U.D., OR  
IONE LIBRARY DISTRICT, OR  
IONE R.F.P.D. #6-604, OR  
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
IRONSIDE RURAL ROAD DISTRICT #5, OR  
IRRIGON PARK & RECREATION DISTRICT, OR  
IRRIGON R.F.P.D., OR  
ISLAND CITY AREA SANITATION DISTRICT, OR  
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR

JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
JACKSON COUNTY FIRE DISTRICT #3, OR  
JACKSON COUNTY FIRE DISTRICT #4, OR  
JACKSON COUNTY FIRE DISTRICT #5, OR  
JACKSON COUNTY LIBRARY DISTRICT, OR  
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
JACKSON S.W.C.D., OR  
JASPER KNOLLS WATER DISTRICT, OR  
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR  
JEFFERSON COUNTY FIRE DISTRICT #1, OR  
JEFFERSON COUNTY LIBRARY DISTRICT, OR  
JEFFERSON COUNTY S.W.C.D., OR  
JEFFERSON PARK & RECREATION DISTRICT, OR  
JEFFERSON R.F.P.D., OR  
JOB'S DRAINAGE DISTRICT, OR  
JOHN DAY WATER DISTRICT, OR  
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR  
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
JORDAN VALLEY CEMETERY DISTRICT, OR  
JORDAN VALLEY IRRIGATION DISTRICT, OR  
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
JOSEPHINE COUNTY 911 AGENCY, OR  
JUNCTION CITY R.F.P.D., OR  
JUNCTION CITY WATER CONTROL DISTRICT, OR  
JUNIPER BUTTE ROAD DISTRICT, OR  
JUNIPER CANYON WATER CONTROL DISTRICT, OR  
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR  
JUNIPER FLAT R.F.P.D., OR  
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
KEATING R.F.P.D., OR  
KEATING S.W.C.D., OR  
KEIZER R.F.P.D., OR  
KELLOGG RURAL FIRE DISTRICT, OR  
KENO IRRIGATION DISTRICT, OR  
KENO PINES ROAD DISTRICT, OR  
KENO R.F.P.D., OR  
KENT WATER DISTRICT, OR  
KERBY WATER DISTRICT, OR  
K-GB-LB WATER DISTRICT, OR  
KILCHIS WATER DISTRICT, OR  
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR  
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR  
KLAMATH COUNTY FIRE DISTRICT #1, OR  
KLAMATH COUNTY FIRE DISTRICT #3, OR  
KLAMATH COUNTY FIRE DISTRICT #4, OR  
KLAMATH COUNTY FIRE DISTRICT #5, OR  
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR  
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR  
KLAMATH DRAINAGE DISTRICT, OR  
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR  
KLAMATH INTEROPERABILITY RADIO GROUP, OR  
KLAMATH IRRIGATION DISTRICT, OR  
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR  
KLAMATH S.W.C.D., OR  
KLAMATH VECTOR CONTROL DISTRICT, OR  
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
LA GRANDE R.F.P.D., OR  
LA PINE PARK & RECREATION DISTRICT, OR  
LA PINE R.F.P.D., OR  
LABISH VILLAGE SEWAGE & DRAINAGE, OR  
LACOMB IRRIGATION DISTRICT, OR

LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
LAIDLAW WATER DISTRICT, OR  
LAKE CHINOOK FIRE & RESCUE, OR  
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
LAKE COUNTY LIBRARY DISTRICT, OR  
LAKE CREEK R.F.P.D. - JACKSON, OR  
LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
LAKE DISTRICT HOSPITAL, OR  
LAKE GROVE R.F.P.D. NO. 57, OR  
LAKE GROVE WATER DISTRICT, OR  
LAKE LABISH WATER CONTROL DISTRICT, OR  
LAKE POINT SPECIAL ROAD DISTRICT, OR  
LAKESIDE R.F.P.D. #4, OR  
LAKESIDE WATER DISTRICT, OR  
LAKEVIEW R.F.P.D., OR  
LAKEVIEW S.W.C.D., OR  
LAMONTAI IMPROVEMENT DISTRICT, OR  
LANE FIRE AUTHORITY, OR  
LANE LIBRARY DISTRICT, OR  
LANE TRANSIT DISTRICT, OR  
LANGELL VALLEY IRRIGATION DISTRICT, OR  
LANGLOIS PUBLIC LIBRARY, OR  
LANGLOIS R.F.P.D., OR  
LANGLOIS WATER DISTRICT, OR  
LAZY RIVER SPECIAL ROAD DISTRICT, OR  
LEBANON AQUATIC DISTRICT, OR  
LEBANON R.F.P.D., OR  
LEWIS & CLARK R.F.P.D., OR  
LINCOLN COUNTY LIBRARY DISTRICT, OR  
LINCOLN S.W.C.D., OR  
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
LINN S.W.C.D., OR  
LITTLE MUDDY CREEK WATER CONTROL, OR  
LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
LONE PINE IRRIGATION DISTRICT, OR  
LONG PRAIRIE WATER DISTRICT, OR  
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
LOOKINGGLASS RURAL FIRE DISTRICT, OR  
LORANE R.F.P.D., OR  
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
LOWELL R.F.P.D., OR  
LOWER MCKAY CREEK R.F.P.D., OR  
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
LOWER SILETZ WATER DISTRICT, OR  
LOWER UMPQUA HOSPITAL DISTRICT, OR  
LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
LUSTED WATER DISTRICT, OR  
LYONS R.F.P.D., OR  
LYONS-MEHAMA WATER DISTRICT, OR  
MADRAS AQUATIC CENTER DISTRICT, OR  
MAKAI SPECIAL ROAD DISTRICT, OR  
MALHEUR COUNTY S.W.C.D., OR  
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
MALHEUR DRAINAGE DISTRICT, OR  
MALHEUR MEMORIAL HEALTH DISTRICT, OR  
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR

MALIN COMMUNITY PARK & RECREATION DISTRICT, OR  
MALIN IRRIGATION DISTRICT, OR  
MALIN R.F.P.D., OR  
MAPLETON FIRE DEPARTMENT, OR  
MAPLETON WATER DISTRICT, OR  
MARCOLA WATER DISTRICT, OR  
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR  
MARION COUNTY FIRE DISTRICT #1, OR  
MARION JACK IMPROVEMENT DISTRICT, OR  
MARION S.W.C.D., OR  
MARY'S RIVER ESTATES ROAD DISTRICT, OR  
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
MCKAY ACRES IMPROVEMENT DISTRICT, OR  
MCKAY DAM R.F.P.D. # 7-410, OR  
MCKENZIE FIRE & RESCUE, OR  
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
MCMINNVILLE R.F.P.D., OR  
MCNULTY WATER P.U.D., OR  
MEADOWS DRAINAGE DISTRICT, OR  
MEDFORD IRRIGATION DISTRICT, OR  
MEDFORD R.F.P.D. #2, OR  
MEDFORD WATER COMMISSION  
MEDICAL SPRINGS R.F.P.D., OR  
MELHEUR COUNTY JAIL, OR  
MERLIN COMMUNITY PARK DISTRICT, OR  
MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
MERRILL PARK DISTRICT, OR  
MERRILL R.F.P.D., OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
MID-COLUMBIA FIRE AND RESCUE, OR  
MIDDLE FORK IRRIGATION DISTRICT, OR  
MIDLAND COMMUNITY PARK, OR  
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
MILES CROSSING SANITARY SEWER DISTRICT, OR  
MILL CITY R.F.P.D. #2-303, OR  
MILL FOUR DRAINAGE DISTRICT, OR  
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
MILLINGTON R.F.P.D. #5, OR  
MILO VOLUNTEER FIRE DEPARTMENT, OR  
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
MIROCO SPECIAL ROAD DISTRICT, OR  
MIST-BIRKENFELD R.F.P.D., OR  
MODOC POINT IRRIGATION DISTRICT, OR  
MODOC POINT SANITARY DISTRICT, OR  
MOHAWK VALLEY R.F.P.D., OR  
MOLALLA AQUATIC DISTRICT, OR  
MOLALLA R.F.P.D. #73, OR  
MONITOR R.F.P.D., OR  
MONROE R.F.P.D., OR  
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
MONUMENT S.W.C.D., OR  
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
MORO R.F.P.D., OR  
MORROW COUNTY HEALTH DISTRICT, OR  
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR  
MORROW S.W.C.D., OR  
MOSIER FIRE DISTRICT, OR  
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
MT. ANGEL R.F.P.D., OR  
MT. HOOD IRRIGATION DISTRICT, OR

MT. LAKE CEMETERY DISTRICT, OR  
MT. VERNON R.F.P.D., OR  
MULINO WATER DISTRICT #1, OR  
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
MULTNOMAH COUNTY R.F.P.D. #10, OR  
MULTNOMAH COUNTY R.F.P.D. #14, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE CREEK R.F.P.D., OR  
NEAH-KAH-NIE WATER DISTRICT, OR  
NEDONNA R.F.P.D., OR  
NEHALEM BAY FIRE AND RESCUE, OR  
NEHALEM BAY HEALTH DISTRICT, OR  
NEHALEM BAY WASTEWATER AGENCY, OR  
NESIKA BEACH-OPHIR WATER DISTRICT, OR  
NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
NESKOWIN REGIONAL WATER DISTRICT, OR  
NESTUCCA R.F.P.D., OR  
NETARTS WATER DISTRICT, OR  
NETARTS-OCEANSIDE R.F.P.D., OR  
NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
NEW BRIDGE WATER SUPPLY DISTRICT, OR  
NEW CARLTON FIRE DISTRICT, OR  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NEW PINE CREEK R.F.P.D., OR  
NEWBERG R.F.P.D., OR  
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
NEWPORT R.F.P.D., OR  
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
NORTH ALBANY R.F.P.D., OR  
NORTH BAY R.F.P.D. #9, OR  
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR  
NORTH COUNTY RECREATION DISTRICT, OR  
NORTH DOUGLAS COUNTY FIRE & EMS, OR  
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR  
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
NORTH GILLIAM COUNTY R.F.P.D., OR  
NORTH LAKE HEALTH DISTRICT, OR  
NORTH LEBANON WATER CONTROL DISTRICT, OR  
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
NORTH LINCOLN HEALTH DISTRICT, OR  
NORTH MORROW VECTOR CONTROL DISTRICT, OR  
NORTH SHERMAN COUNTY R.F.P.D, OR  
NORTH UNIT IRRIGATION DISTRICT, OR  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR  
NORTHERN WASCO COUNTY P.U.D., OR  
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR  
NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
NYSSA RURAL FIRE DISTRICT, OR  
NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
OAK LODGE WATER SERVICES, OR  
OAKLAND R.F.P.D., OR  
OAKVILLE COMMUNITY CENTER, OR  
OCEANSIDE WATER DISTRICT, OR  
OCHOCO IRRIGATION DISTRICT, OR  
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR  
ODELL SANITARY DISTRICT, OR  
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
ONTARIO LIBRARY DISTRICT, OR  
ONTARIO R.F.P.D., OR  
OPHIR R.F.P.D., OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES

OREGON INTERNATIONAL PORT OF COOS BAY, OR  
OREGON LEGISLATIVE ADMINISTRATION  
OREGON OUTBACK R.F.P.D., OR  
OREGON POINT, OR  
OREGON TRAIL LIBRARY DISTRICT, OR  
OTTER ROCK WATER DISTRICT, OR  
OWW UNIT #2 SANITARY DISTRICT, OR  
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
OWYHEE IRRIGATION DISTRICT, OR  
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR  
PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
PALATINE HILL WATER DISTRICT, OR  
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR  
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
PANTHER CREEK ROAD DISTRICT, OR  
PANTHER CREEK WATER DISTRICT, OR  
PARKDALE R.F.P.D., OR  
PARKDALE SANITARY DISTRICT, OR  
PENINSULA DRAINAGE DISTRICT #1, OR  
PENINSULA DRAINAGE DISTRICT #2, OR  
PHILOMATH FIRE AND RESCUE, OR  
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR  
PILOT ROCK PARK & RECREATION DISTRICT, OR  
PILOT ROCK R.F.P.D., OR  
PINE EAGLE HEALTH DISTRICT, OR  
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
PINE GROVE IRRIGATION DISTRICT, OR  
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR  
PINE GROVE WATER DISTRICT-MAUPIN, OR  
PINE VALLEY CEMETERY DISTRICT, OR  
PINE VALLEY R.F.P.D., OR  
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR  
PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR  
PISTOL RIVER FIRE DISTRICT, OR  
PLEASANT HILL R.F.P.D., OR  
PLEASANT HOME WATER DISTRICT, OR  
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR  
POE VALLEY IMPROVEMENT DISTRICT, OR  
POE VALLEY PARK & RECREATION DISTRICT, OR  
POE VALLEY VECTOR CONTROL DISTRICT, OR  
POLK COUNTY FIRE DISTRICT #1, OR  
POLK S.W.C.D., OR  
POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR  
PORT OF ASTORIA, OR  
PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR  
PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR  
PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR

PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT, OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR  
PROSPECT R.F.P.D., OR  
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION DISTRICT, OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLE FIRE PROTECTION DISTRICT, OR  
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR  
RIDGWOOD ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER ROAD PARK & RECREATION DISTRICT, OR  
RIVER ROAD WATER DISTRICT, OR  
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR  
RIVERDALE R.F.P.D. 11-JT, OR  
RIVERGROVE WATER DISTRICT, OR  
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR  
RIVERSIDE R.F.P.D. #7-406, OR  
RIVERSIDE WATER DISTRICT, OR  
ROBERTS CREEK WATER DISTRICT, OR  
ROCK CREEK DISTRICT IMPROVEMENT, OR  
ROCK CREEK WATER DISTRICT, OR  
ROCKWOOD WATER P.U.D., OR  
ROCKY POINT FIRE & EMS, OR  
ROGUE RIVER R.F.P.D., OR  
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
ROGUE VALLEY SEWER SERVICES, OR  
ROGUE VALLEY SEWER, OR  
ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
ROSEBURG URBAN SANITARY AUTHORITY, OR  
ROSEWOOD ESTATES ROAD DISTRICT, OR  
ROW RIVER VALLEY WATER DISTRICT, OR  
RURAL ROAD ASSESSMENT DISTRICT #3, OR  
RURAL ROAD ASSESSMENT DISTRICT #4, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM AREA MASS TRANSIT DISTRICT, OR

SALEM MASS TRANSIT DISTRICT  
SALEM SUBURBAN R.F.P.D., OR  
SALISHAN SANITARY DISTRICT, OR  
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR  
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR  
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
SANDY R.F.P.D. #72, OR  
SANTA CLARA R.F.P.D., OR  
SANTA CLARA WATER DISTRICT, OR  
SANTIAM WATER CONTROL DISTRICT, OR  
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR  
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR  
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
SCAPPOOSE R.F.P.D., OR  
SCIO R.F.P.D., OR  
SCOTTSBURG R.F.P.D., OR  
SEAL ROCK R.F.P.D., OR  
SEAL ROCK WATER DISTRICT, OR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
SHANGRI-LA WATER DISTRICT, OR  
SHASTA VIEW IRRIGATION DISTRICT, OR  
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR  
SHERIDAN FIRE DISTRICT, OR  
SHERMAN COUNTY HEALTH DISTRICT, OR  
SHERMAN COUNTY S.W.C.D., OR  
SHORELINE SANITARY DISTRICT, OR  
SILETZ KEYS SANITARY DISTRICT, OR  
SILETZ R.F.P.D., OR  
SILVER FALLS LIBRARY DISTRICT, OR  
SILVER LAKE IRRIGATION DISTRICT, OR  
SILVER LAKE R.F.P.D., OR  
SILVER SANDS SPECIAL ROAD DISTRICT, OR  
SILVERTON R.F.P.D. NO. 2, OR  
SISTERS PARKS & RECREATION DISTRICT, OR  
SISTERS-CAMP SHERMAN R.F.P.D., OR  
SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
SIUSLAW S.W.C.D., OR  
SIUSLAW VALLEY FIRE AND RESCUE, OR  
SIXES R.F.P.D., OR  
SKIPANON WATER CONTROL DISTRICT, OR  
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR  
SLEEPY HOLLOW WATER DISTRICT, OR  
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR  
SOUTH COUNTY HEALTH DISTRICT, OR  
SOUTH FORK WATER BOARD, OR  
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
SOUTH LANE COUNTY FIRE & RESCUE, OR  
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR  
SOUTH SHERMAN FIRE DISTRICT, OR  
SOUTH SUBURBAN SANITARY DISTRICT, OR  
SOUTH WASCO PARK & RECREATION DISTRICT, OR  
SOUTHERN COOS HEALTH DISTRICT, OR  
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR  
SOUTHVIEW IMPROVEMENT DISTRICT, OR  
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR  
SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
SOUTHWOOD PARK WATER DISTRICT, OR  
SPECIAL ROAD DISTRICT #1, OR

SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR  
ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR  
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT, OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT

TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR  
UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR  
VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR  
WARMSPRINGS IRRIGATION DISTRICT, OR  
WASCO COUNTY S.W.C.D., OR  
WATER ENVIRONMENT SERVICES, OR  
WATER WONDERLAND IMPROVEMENT DISTRICT, OR  
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR  
WATSECO-BARVIEW WATER DISTRICT, OR  
WAUNA WATER DISTRICT, OR  
WEDDERBURN SANITARY DISTRICT, OR  
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR  
WEST EXTENSION IRRIGATION DISTRICT, OR  
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR  
WEST MULTNOMAH S.W.C.D., OR  
WEST SIDE R.F.P.D., OR  
WEST SLOPE WATER DISTRICT, OR  
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR  
WEST VALLEY FIRE DISTRICT, OR  
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
WESTERN LANE AMBULANCE DISTRICT, OR  
WESTLAND IRRIGATION DISTRICT, OR

WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR  
WESTON CEMETERY DISTRICT #2, OR  
WESTPORT FIRE AND RESCUE, OR  
WESTRIDGE WATER SUPPLY CORPORATION, OR  
WESTWOOD HILLS ROAD DISTRICT, OR  
WESTWOOD VILLAGE ROAD DISTRICT, OR  
WHEELER S.W.C.D., OR  
WHITE RIVER HEALTH DISTRICT, OR  
WIARD MEMORIAL PARK DISTRICT, OR  
WICKIUP WATER DISTRICT, OR  
WILLAKENZIE R.F.P.D., OR  
WILLAMALANE PARK & RECREATION DISTRICT, OR  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY  
WILLAMETTE RIVER WATER COALITION, OR  
WILLIAMS R.F.P.D., OR  
WILLOW CREEK PARK DISTRICT, OR  
WILLOW DALE WATER DISTRICT, OR  
WILSON RIVER WATER DISTRICT, OR  
WINCHESTER BAY R.F.P.D., OR  
WINCHESTER BAY SANITARY DISTRICT, OR  
WINCHUCK R.F.P.D., OR  
WINSTON-DILLARD R.F.P.D., OR  
WINSTON-DILLARD WATER DISTRICT, OR  
WOLF CREEK R.F.P.D., OR  
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR  
WOODBURN R.F.P.D. NO. 6, OR  
WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
WOODS ROAD DISTRICT, OR  
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR  
WY'EAST FIRE DISTRICT, OR  
YACHATS R.F.P.D., OR  
YAMHILL COUNTY TRANSIT AREA, OR  
YAMHILL FIRE PROTECTION DISTRICT, OR  
YAMHILL SWCD, OR  
YONCALLA PARK & RECREATION DISTRICT, OR  
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR  
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS

DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10

SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT

LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT  
NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT

UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26 JUDICIAL DISTRICT ATTORNEY  
STATE OF UTAH



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(713)-462-7708  
[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 19-18

Request for Proposal (“RFP”)  
by Region 4 Education Service Center (“ESC”)  
for Furniture, Installation, and Related Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Furniture, Installation, and Related Services 19-18 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Furniture, Installation, and Related Services. Addendum No. 1 is hereby issued as follows:

#### **CLARIFICATIONS:**

1. The changes being made to this RFP are being made to add Appendix C Documents #5-7 in order to fulfill FEMA requirements. While it is not expected that the services outlined in this RFP would be utilized in a disaster recovery or emergency situation, Region 4 ESC is including language should it be needed.

#### **CHANGES TO THE RFP:**

1. Remove Appendix C, Additional Required Documents, and replace with the version attached to this Addendum No. 2. This is the Appendix C that should be used for this solicitation and submitted as part of the Offeror’s proposal.

**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
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond.

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

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

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

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

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

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

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

\_\_\_\_\_   
Date

\_\_\_\_\_   
Authorized Signature & Title

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

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

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

**Company**

**Contact**

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Address**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

\_\_\_\_\_

**Official  
Authorizing  
Proposal**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Phone**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

**Fax**

\_\_\_\_\_

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

**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, \_\_\_\_\_, as an authorized representative of

\_\_\_\_\_, 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

\_\_\_\_\_  
Date

### **SPECIAL CONDITIONS**

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

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

## **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

## **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

## **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

## **Prevailing Wage Requirements**

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

### **Alternative Pricing for Federal Funding**

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

#### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

##### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

##### **2. Equal Employment Opportunity:**

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. 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.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

#### 8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

#### “Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_

Signature of Contractor's Authorized Official

\_\_\_\_\_

Name and Title of Contractor's Authorized Official

\_\_\_\_\_

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative

agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name:

\_\_\_\_\_

Address, City, State, and Zip Code:

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number:

\_\_\_\_\_

Printed Name and Title of Authorized

Representative: \_\_\_\_\_

Email Address:

\_\_\_\_\_

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

\_\_\_\_\_

## QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### 1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with?  Yes  No  
*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

### 2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**  
Respondent certifies that this firm is an MWBE  Yes  No  
List certifying agency: \_\_\_\_\_
  
- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**  
Respondent certifies that this firm is a SBE or DBE  Yes  No  
List certifying agency: \_\_\_\_\_
  
- c. **Historically Underutilized Businesses (HUB)**  
Respondent certifies that this firm is a HUB  Yes  No  
List certifying agency: \_\_\_\_\_
  
- d. **Historically Underutilized Business Zone Enterprise (HUBZone)**  
Respondent certifies that this firm is a HUBZone  Yes  No  
List certifying agency: \_\_\_\_\_
  
- e. **Other**  
Respondent certifies that this firm is a recognized diversity certificate holder  Yes  No  
List certifying agency: \_\_\_\_\_

- 3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation?  Yes  No

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**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 OFS Brands Inc.

Address 1204 East Sixth Street

City/State/Zip Huntingburg Indiana 47542

Telephone No. 812-630-4774

Email Address rmenke@ofs.com

Printed Name Ryan Menke

Title Senior Vice President, Sales & Marketing

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



## **Point by Point Response**

### **2a) Products/Services/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, those 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: OFS is offering pricing based on a discount from mfg price lists. please refer to the Proposed Pricing Document In Tab 2**

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)

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 refer to the Current Price Lists folder in electronic version of Tab 2 Which includes all requested information except for net price which must be calculated based on pricing tier using discount chart**



## Products Services Pricing

iii. Is pricing available for all products and services? **Yes**

i. Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.

**Response: Pricing for services is featured in the Proposed Pricing Document. All OFS products are included as are Dealer Services. The price per hour listed reflects a Minimum and Maximum price per hour. OFS would suggest converting to a maximum only price with market conditions dictating minimum rates.**

iv. Describe any shipping charges.

i. Describe delivery charges along with definitions for:

1. Dock Delivery
2. Inside Delivery
3. Deliver and Install

**Response: All products are shipped FOB Destination Prepaid and Allowed. Dock, Inside Delivery and Delivered and Installed are included in the Proposed Pricing Document but are also described here:**

**Drop Ship:** All deliveries shall be delivered to the site. End-User / buyer is responsible for unloading, unboxing and assembly. Dealers may receive and unload products at dealer or client dock but labor to do so or double handling is not included in “drop ship” price.

**Delivery/Installation:** Includes receiving of the product including the filing of any freight claims at client or dealer facility, delivery to site, installation and punch list completion during normal business hours and conditions. This service requires access to dock and elevator with free and clear access to space via furniture dolly. Electricity, heat and air conditioning, and floor and wall protection if required are to be provided by the client at no charge or negotiated with the dealer. All services include freight via tractor-trailer to sites accessible dock during normal business hours. Any services



## Products Services Pricing

requiring double handing, additional trips, or “hand carry” will be quoted per project. When using discounts that include services beyond “drop ship” a service fee may apply to projects below \$5000 list or beyond 50 miles from the authorized dealer.

Any work requiring the installation of data/telecommunications or a licensed electrician is the responsibility of the client.

**Inside Delivery:** This option is available as a negotiable item. It is a service provided by a dealer who prepares a quote using drop ship product discounts and a per-hour labor rate to provide the inside delivery service after confirming the suitability of the end-users facility dock to receive shipments direct. It may be necessary for the shipment to go to a warehouse and be delivered to site.

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

**Response: OFS includes our standard warranty at no additional charge.**

vi. Describe any return and restocking fees.

**Response: Please refer to the document titled OFS Return and Restocking policy found in tab 2**

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: OFS will offer additional discounts for large quantities in the form of Tiered pricing. See Tier 2 pricing on the Proposed Pricing document found in Tab 2. Additionally, OFS may agree to offer unique agreements offering additional incentives.**

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

**Response: All orders are viewed by our Contracts Manager to ensure contract compliance. Prior to submitting an order,**



## Products Services Pricing

**customers may send their quotes or inquiries to a dedicated email address that will be established: [omnia@ofs.com](mailto:omnia@ofs.com)**

ix. Describe payment methods offered.

**Response: OFS will offer Net 30 days payment terms via check, credit card, or ACH direct deposit**

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: OFS plans to maintain the discount structure found in the initial contract. Price requests align with our commercial price catalog updates which are generally changed once per year.**

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

**Response: New product introductions will be automatically included at the existing discount if the product is part of an existing product line. If a new product line is launched, OFS will present the product and proposed discount structure to Region 4 ESC for consideration. In all cases during our previous term, new products and product lines were added at the same discounts as found in the contract.**

xii. Provide any additional information relevant to this section.

**The pricing structure enclosed mirrors our existing Region 4 contract which has been refined to provide the greatest flexibility for our customers and dealers. Customers are pleased with the simple pricing found regardless of the product line and in many cases, volume discounts have been offered based on market conditions.**



## Products Services Pricing

**Not to Exceed Pricing.** Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

**Response: OFS proposed discounts reflect Not to Exceed (ceiling) prices. OFS may, if market conditions exist, adjust pricing lower.**



# Proposed Pricing

**The OFS Proposed Pricing for Region 4 ESC**  
**OFS proposes pricing based on a discount from the price list**  
**OFS DOES NOT limit our proposal to certain categories**

With the exception of adding a minimum rate for services, the following structure has been utilized successfully in our existing Region 4 ESC contract and is being proposed again.

Price Schedule				
Brands/ Product Line	List price volume per order	Client discount %  <u>DROP SHIPPED</u>  Available as OFS or dealer invoiced	Client discount %  <u>Non-union Delivered &amp; Installed</u>  Available as Dealer invoice only	Client discount %  <u>Union/prevaling wage Delivered &amp; Installed</u>  Available as Dealer invoice only
OFS / Carolina: Brands may be combined to reach the next tier. Excluding Open Plan	\$1-\$100,000	58%	51%	47%
	\$100,001+	60%	53%	49%
Open Plan (from Open Plan price list)	\$1-\$67,500	62%	55%	51%
	\$67,501+	65%	58%	54%
Inside Delivery: Negotiable				



## Proposed Pricing

Additional Services rates: Minimum and Maximum per person per hour shown below:			
	Non-Union	Union/ Prevailing Wage	
Design	\$35-\$76.50	\$45-\$76.50	
Installation/ Reconfiguration	\$35-\$63.00	\$45-\$163.00	
Reconfiguration	\$35-\$63.00	\$45-\$163.00	
Project Mgmt	\$35-\$76.50	\$45-\$163.00	
Asset Mgmt	\$35-\$76.50	\$45-\$163.00	
Refurbishment	\$35-\$66.50	\$45-\$163.00	
Storage per square foot	\$1.50		

### Notes:

- OFS Invoiced means orders are addressed to and invoiced by OFS.
- Dealer Invoiced means orders are addressed to and invoiced by an Authorized Dealer.
- Discounts taken from current list price at time of order entry
- Small order fee does not apply
- Terms: Net 30
- Freight: FOB Destination

**Drop Ship:** All deliveries shall be delivered to the site. End-User / buyer is responsible for unloading, unboxing and assembly. Dealers may receive and unload products at dealer or client dock but labor to do so or double handling is not included in “drop ship” price.

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## Proposed Pricing

**Delivery/Installation:** Includes receiving of product including filing of any freight claims at client or dealer facility, delivery to site, installation and punch list completion during normal business hours and conditions. This service requires access to dock and elevator with free and clear access to space via furniture dolly. Electricity, heat and air conditioning, and floor and wall protection if required are to be provided by the client at no charge or negotiated with dealer. All services include freight via tractor-trailer to sites accessible dock during normal business hours. Any services requiring double handing, additional trips, or “hand carry” will be quoted per project. When using discounts that include services beyond “drop ship” a service fee may apply to projects below \$5000 list or beyond 50 miles from the authorized dealer.

Any work requiring the installation of data/telecommunications or a licensed electrician is the responsibility of the client.

**Inside Delivery:** This option is available as a negotiable item. It is a service provided by a dealer who prepares a quote using drop ship product discounts and a per-hour labor rate to provide the inside delivery service after confirming the suitability of the end-users facility dock to receive shipments direct. It may be necessary for the shipment to go to a warehouse and be delivered to site.

### **Order Instructions:**

- Customer purchase order whether addressed to OFS or to an authorized dealer shall include the Region 4 ESC contract number
- Delivered and Installed pricing option only available when billing through a dealer

### **The benefits of the OFS pricing model:**

- A simple formula regardless of product type, style or brand with the only exception of open-plan aka systems furniture.
- We’ve even included Quickship at no extra charge

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## Proposed Pricing

- Ability to combine various products to achieve tier 2 discounts. We don't ask that you work with a myriad of product types with various discounts. In fact, we let you combine all product types except open plan to help get to tier 2 pricing faster.
- Flexible order processing. Unlike some suppliers, we don't require that the orders be addressed to OFS. We let the agency decide whether to buy from their local dealer partner or OFS.
- We don't penalize you if we aren't the total solution for your project. You get our best price without any commitments other than volume. Simple.



## OFS Product Scope

### Products and Services

OFS offers an array of products that align with the RFP furniture categories:

<b>RFP Category</b>	<b>OFS / Carolina Solutions</b>
Systems Furniture	Systems, Open Plan and Accessories available
Freestanding Furniture	Casegoods, Space-defining, folding and mobile tables, mobile desks, height-adjustable, reception, storage
Seating/Chairs	Seating for office and classroom, tandem seating, and general use including healthcare applications, high task, stacking, nesting
Soft Seating	Common areas, libraries, waiting areas, open learning spaces including lounge, modular linear seating, tables, healthcare, pediatric, behavioral health, private/acoustical and accessories including electrical and lighting
Filing Systems, Storage and Equipment	Lateral files, storage cabinets, bookcases, equipment and accessories including planters, coat racks, pegboard storage
Technology Support Furniture	Tables, storage, power modules (freestanding and desk/table mount), keyboard arms, monitor arms including Tambien products
Library Furniture	Wood shelving, tables, carrols, librarian desking
Science Laboratory	Tables, stools, storage

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## OFS Product Scope

Furniture	
Cafeteria Furniture	Tables, seating
Early Childhood Furniture	Boost seating
Audio/Visual Furniture	Podiums, Tables
Art Instructional Furniture	Tables, storage
Educational Office Furniture	Faculty and administrative desks and seating, teachers lecterns and tables, classroom tables and seating, collaborative seating, lockers
Career/Technical Education Furniture	Reception desks and seating, faculty, and administrative desks and seating, teachers lecterns and tables, classroom tables and seating, collaborative seating, lockers
Auditorium/Theater Fixed Seating	Ganged style and jury base seating
Modular Walls	Obeya space division system, Staks modular workstation walls
Related Products, Support Services, and Solutions	QuickShip solutions, Tambient smart lighting, planters, coat stands

The images below will illustrate most of our offerings for your categories by product name and image. The full collection may be found at [ofs.com](https://ofs.com) and clicking “browse products”. Additionally, we will be happy to submit brochures for the full scope if desired.



# OFS Product Scope

## Systems Furniture / Open Plan:



Re



Range



Eleven Workspace



Aptos

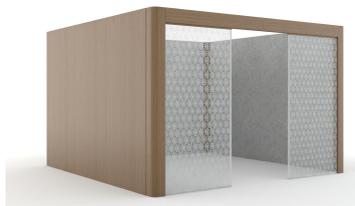


Agile



Staks

## Space Defining Obeya:



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# OFS Product Scope

## Freestanding Furniture:



Rowen



Impulse G2



Slate



Aptos



Pulse



Praxis



Quest



Cambria



Executive I



Classic



Staks



Meeting Room



Riff



Hitch



Element



LeanTo



Kintra



Beck



Intermix Conference



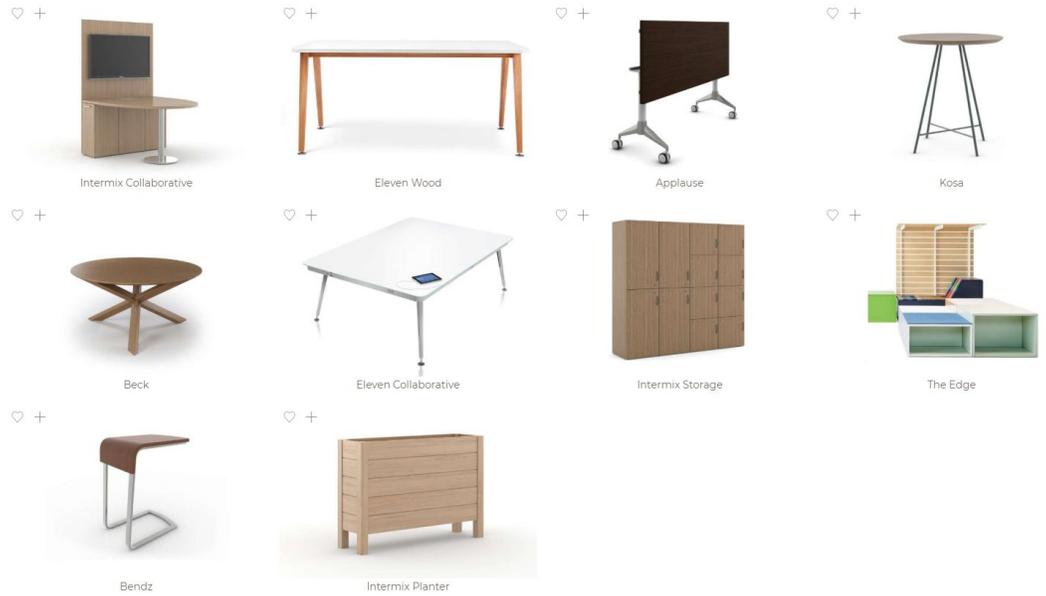
Slate

**ofs.com**

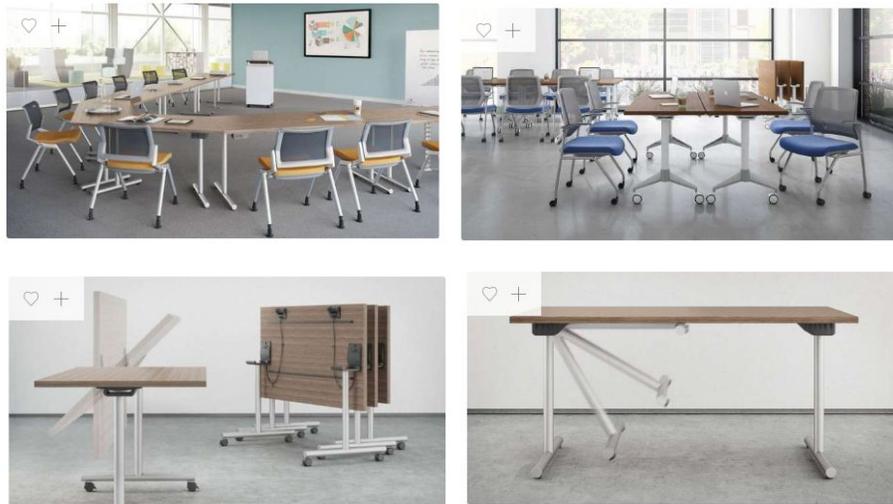
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# OFS Product Scope



Including folding, mobile tables and adjustable tables from Applause:



## Seating / Chairs:

♥ +



Voyage

♥ +



Y60.G2

♥ +



Ten

♥ +



Rein+

♥ +



Quickstacker

♥ +



Rule of Three

♥ +



Hug

♥ +



Modern Amenity

♥ +



Lado

♥ +



Maren

♥ +



Serony

♥ +



Bolero

♥ +



Emme

♥ +



InSync

♥ +



Tiffany

♥ +



Repose

♥ +



Revel

♥ +



Mingle

♥ +



Cromwell

♥ +



Emme

♥ +



Intu

♥ +



Prague

♥ +



Arise

♥ +



CS2



# OFS Product Scope

♥ +



Modello

♥ +



HB

♥ +



Bolero

♥ +



Brio

♥ +



Heidi

♥ +



Balance

♥ +



Rein

♥ +



Airus

♥ +



Sleek

♥ +



Collier

♥ +



Mystique

♥ +



Kasura

♥ +



Yelly

♥ +



Pret

♥ +



Harpin

♥ +



Zonal

♥ +



Bistro

♥ +



Acen

♥ +



Coact

♥ +



Genus

♥ +



Sladr

♥ +



Flexoy

♥ +



Pur

♥ +



Cinque

♥ +



Elide

♥ +



Madrid

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# OFS Product Scope

## Seating Continued:

### Classroom:



### Tandem:





# OFS Product Scope

## Pre-School:



## Folding/Hanging Maren



## Soft Seating:



LeanTo



Cosima



Rowen



Heya



Lona



Boost



Skara



Coact



Cubic



Hinchada



Mention



Dess



Madrid



Elide



The Edge



Realm



Banda



Tangent



Kasura



Neom



Evergreen



Hug



Saven Rocker



Serony

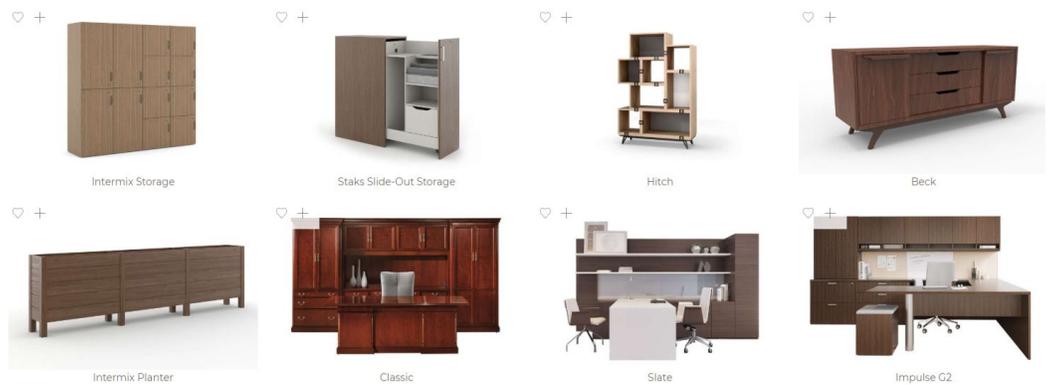


# OFS Product Scope



## Filing Systems, Storage and Equipment:

*Each freestanding desk collection contains individual storage units and cabinets in addition to what is shown below.*





## OFS Product Scope

*Including Mile Marker lockers, Slate storage, Rowen bookcases, Pulse storage cabinets, bookcases, and mobile pedestals and Pind wall storage*



### Technology Support Furniture:



Wireless Charging Unit



## OFS Product Scope



### Library Furniture:

*We make traditional bookcases, and tables with privacy, but the library has become a collaborative or cafe space as well! Shown here: Classic bookcases, LeanTo seating, Eleven tables, Heidi stools and tables and Bistro table with Boost child-sized chair.*



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# OFS Product Scope



## Science Laboratory Furniture:





# OFS Product Scope

## Cafeteria Furniture:



## Early Childhood Furniture:





# OFS Product Scope

♡ +



Boost

♡ +



Boost mini

♡ +



Boost+ for pediatrics

♡ +



Boost+ for pediatrics

♡ +



Boost mini



## Audio/Visual Furniture:



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# OFS Product Scope

## Art Instructional Furniture:



## Educational Office Furniture:





# OFS Product Scope



## Career/Technical Education Furniture:





## OFS Product Scope



### Auditorium/Theater Fixed Seating:

*OFS offers ganged seating and chairs that may have jury bases as shown below in this installation:*

Jury base:



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## OFS Product Scope

Ganged seating:



Multiple seating:



Modular Walls:





# OFS Product Scope





## OFS Product Scope

Related Products, Support Services and Solutions:

Tambient lighting, Roo coat racks and Planters





## OFS Product Scope



### Healthcare:

Recliners, waiting, mother/baby furniture, physician's office, patient rooms, exam rooms, treatment areas, and clinic and behavioral health solutions



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# OFS Product Scope



## Play

OFS offers an exciting range of furniture for play including Riff table tennis, picnic tables & Shuffleboard



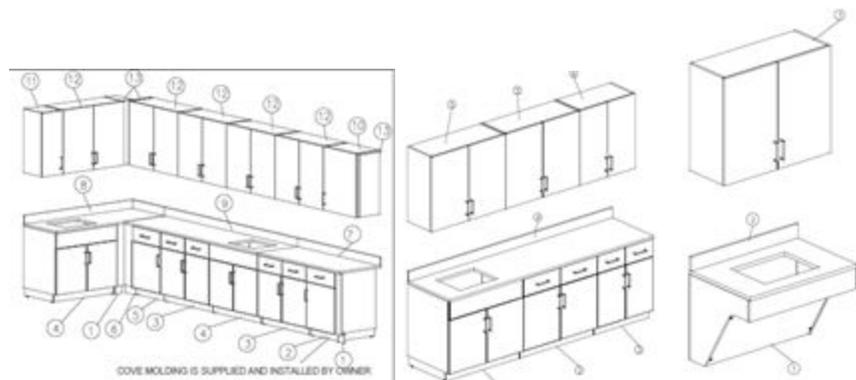


## OFS Product Scope

### Unique Product Capabilities:

The custom wood, laminate and Corian capabilities of Mile Marker modular cabinetry and casework enable us to provide countertops and cabinets for a number of applications including dormitory kitchen/breakrooms. Mile Marker can also be used to build shelving, bookcases, and reception desks. The option rich solutions offered by Mile Marker allow each application to be customized for specific needs. Unlike millwork, Mile Marker ships fully assembled, offering simple installation. Components can be easily moved and reconfigured, should needs change. Mile Marker components are engineered to disassemble and reattach. While conventional contractor millwork is guaranteed for 1 year, Mile Marker comes with a limited lifetime warranty. Another benefit is delivery in 6-8 weeks. A full support team is available from specification through installation. A chart is enclosed that outlines the benefits of Mile Marker versus traditional millwork. Mile Marker lockers are available in wood or laminate and can be customized for athletics or general student use.

Mile Marker cabinetry solutions were the choice for the Union County Human Services Building. A few of their solutions are shown here:



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## OFS Product Scope

Mike Marker custom lockers were the choice of the National Football League's Buffalo Bills for their remodeled locker room at Ralph Wilson Stadium during the summer of 2014 and Louisiana State University's athletic facility in 2019.



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## OFS Product Scope

OFS offers a 10-day Quickship program found in a downloadable catalog:



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## OFS Product Scope

OFS offers the following services :

<b>Available directly from OFS</b>	<b>Available through dealers</b>
Custom typicals	Interior design services
Quickship products	Layout services
Layout services	Fabric and color design services
Installation	Installation
Professional development through Continuing Education programs	Systems furniture reconfiguration
Furniture leasing	Asset management tools
Asset management tools / buyback programs	Assessment tools
Standards program development	storage
	Furniture refurbishment



**OUR COMMITMENT TO OUR CUSTOMER**

OFS and Carolina products are manufactured with careful attention to detail and with an on going commitment to achieve a level of quality that is free of defects in materials and workmanship, given normal use and proper care. In an effort to stand by this philosophy, OFS and Carolina, hereby warrants, to the original purchaser of the product and from the original date of purchase.

OFS and Carolina products warrant to 12 years on single shift applications with exceptions noted below.

Carolina products warrant to 12 years on multi shift applications with exceptions noted below.

OFS and Carolina will repair or replace, at our discretion without charge to the original purchaser, any product or part thereof which fails as the result of such a defect during the warranty period. In the event any product has to be returned to the factory for verification of a complaint, it must be pre authorized by the factory and shipped prepaid along with written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order. If the product is returned to an authorized dealer for repairs, OFS and Carolina will provide the materials to repair the product free of charge, including transportation cost.

**EXCEPTIONS TO THE 12 YEAR SINGLE-SHIFT WARRANTY:**

Category	Years Under Warranty					
	1	2	3	5	10	Lifetime
<b>ANCILLARY AND WORK SPACE</b>						
All drawer glide suspensions						X
All locking mechanisms						X
Base height adjustable mechanism				X		
Casters, Glides, Control Mechanisms and Pneumatic Cylinders						X
Foam, Mesh Material				X		
<b>WORK CHAIRS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>Lifetime</b>
Foam, Mesh Material				X		
Work Chairs with heavy duty upgrades					X	
<b>CAROLINA</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>Lifetime</b>
Foam, Mesh Material				X		
Recliner components, sleeper chair mechanisms and accessories				X		
Recliner mechanisms					X	
Three Position Recliner & wall saver mechanisms				X		
<b>OTHER</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>Lifetime</b>
Electrical components/Power Supplies	X					
Remote control projection screen		X				
Task Lights			X			

Warranty does not cover:

- Natural variations in color, grain, or texture of wood, leather and other textiles over which OFS and Carolina has no control.
- Normal aging and wear of of textiles, filling materials and finishes are exempted from this warranty.
- Textile color matching, textile puddling, fastness of colors or wearing qualities of any material.
- Slight differences in textile color due to supplier dye lot differences on large orders or on repeat orders placed at later dates from the original order.
- Labor and service not covered under warranty.
- Customer's Own Material (COM/COV/COL) is not covered by the textiles warranty. Any warranty claims for these upholstery materials will fall to the original vendor of the textile. With a broad spectrum of harsh cleaning agents used by facilities, it is recommended that the owner test each textile selection with their specific cleaning methods before ordering.
- OFS or Carolina products or components attached in some manner to any other manufacturer's products or components (i.e. OFS conference tops to another manufacturer's base).
- Damage caused by a transportation company.
- Damage created by loading file drawers with anything other than hanging files.
- Freight or other shipping charges on returned product or parts, labor and service.



**TEXTILES**

OFS and Carolina will evaluate the textile to determine its possible use on our furniture, but this does not warrant or guarantee the performance of the textile. OFS and Carolina warrants the workmanship (cutting, sewing, upholstery fit) of textiles to perform under normal aging and wear when cared for according to cleaning and maintenance guidelines provided by the textile supplier/manufacturer. With a broad spectrum of harsh cleaning agents used by facilities, it is recommended that the owner test each textile selection with their specific cleaning methods before ordering. If any textiles exhibit deterioration, delamination or other failure not associated with the application to OFS or Carolina products or due to cleaning methods, OFS and Carolina will not be responsible for costs associated with recovering or replacement. Textiles on products with a heavy duty upgrade must exceed 100,000 double rubs for the textile workmanship portion of the warranty to apply.

**PRODUCT DESIGN & DISCONTINUED PRODUCTS**

OFS and Carolina reserves the right to make alterations in design and construction or discontinue products without prior notice. If items are discontinued, OFS and Carolina reserves the right to repair or replace defective components with equivalent components, if available.

**LIMITATION OF LIABILITY**

Except as otherwise provided, OFS and Carolina make no other warranties, expressed or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Under no circumstances, including but not limited to breach of contract, breach of warranty or negligence, shall OFS and Carolina be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if OFS and Carolina had notice of these damages or they were foreseeable. OFS and Carolina shall not be liable for consequential or incidental damages arising from any product defect. OFS and Carolina shall not be responsible for verifying Dealer's or customer's description of needs, data, or the fitness for a particular purpose of goods. OFS and Carolina liability in all cases shall be limited to repair or replacement of the defective parts, or the purchase price of the product. Damages resulting from user modifications, attachments to a product, misuse, abuse, alteration, negligent use, accidents, improper or lack of maintenance and damage in transportation are not covered under this warranty.

This warranty is applicable only to those products actually manufactured by OFS and Carolina. On product furnished by OFS and Carolina, but with components or equipment manufactured by others, including, but not limited to, foam, mechanisms, casters and textiles, the written warranty, if any, of the manufacturer is assigned to the purchaser.

**POSSESSION OF THE PRICE LIST DOES NOT CONSTITUTE AN OFFER TO SELL. WE RESERVE THE RIGHT TO MODIFY PRODUCTS, PRICES OR DISCONTINUE ITEMS WITHOUT PRIOR NOTIFICATION.**

**ORDERING INFORMATION**

All orders should be placed with:

**OFS**  
P.O. Box 100  
Huntingburg, IN 47542  
800 521 5381 Fax 812 683 7256  
order\_entry@ofs.com

**Carolina**  
P.O. Box 4398  
Archdale, NC 27263  
800 763 0212 Fax 336 431 9400  
oenc@ofs.com

**ORDER MUST INCLUDE**

- Company name, address, telephone and fax number
- Contact person
- Authorized signature
- Purchase order number
- Sold to address & ship to address
- Order date
- Requested ship date
- Complete style number
- Fabric/Vinyl/Leather grade, vendor, pattern and color
- Correct Net Dealer pricing
- Any special instructions
- CDA (if applicable)

**NOTE: A customer drawing or sketch of the planned configuration in modular applications will facilitate order processing.**

**PRICES**

All prices herein are list prices including delivery to one destination, effective with the date printed on the cover, and supersede all other published price lists. US List Prices are domestic prices only for shipment within the Continental United States. Prices are subject to change without notice, unless quoted in writing. Possession of the price list does not constitute authority to sell or offer for sale OFS and Carolina products.

**CREDIT CARD PAYMENTS**

OFS and Carolina accept Visa, MasterCard, Discover and American Express. All methods of payments are subject to a 2% processing fee or the State's Lawful Amount for the total invoice when paying online, fax or over the phone.

**Note:** Discounts are not allowed if paid by credit card.

**ACKNOWLEDGMENTS**

Orders are acknowledged upon receipt of credit approval. Your acknowledgment is a detailed description of items, prices, shipping information and shipping date. Please read your acknowledgment closely and notify OFS and Carolina immediately of any discrepancies. OFS and Carolina are not responsible for errors on orders placed by phone without written confirmation.



**AVAILABILITY**

OFS and Carolina are committed to the fastest possible shipment of all products. All other items are available within our normal manufacturing schedule. For information on stock availability, call our customer service hotline 800.521.5381 for OFS and 800.763.0212 for Carolina.

**Note:** Planned shipping dates may be delayed due to fires, strikes, natural disasters or other causes beyond our control.

**QUANTITY ORDERS**

Contact your OFS or Carolina Customer Service Representative to verify inventory and production schedules to ensure requested shipment date prior to placing large quantity orders.

**DELIVERY AND FREIGHT CHARGES**

All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding surcharges. Shipments outside of the Continental United States are freight prepaid and allowed to port of exit. OFS and Carolina reserve the right to select the most appropriate carrier and routing on all shipments; however, we will try to accommodate requests for your preferred carrier. OFS and Carolina reserve the right to implement a surcharge. Orders of less than \$1500 net will be assessed a handling charge of \$100 net per order. Any charges arising from failure to receive a shipment, rerouting while in transit or carrier storage charges are not included in prices shown. Orders requiring special services are subject to an additional charge.

**These services include:**

- Reconsignment from original destination to new destination . . . . . **\$35 plus \$3.00 per mile net**
- Refused/Returned Freight
  - Freight refused at destination and returned to OFS or Carolina . . . . . **Double Freight**
  - Freight refused at time of delivery; returned to OFS or Carolina to deliver at a later date . . . . . **Triple Freight**
- Detention Fees (after 2 hours of waiting) . . . . . **\$85 net per hour**
- Weekend delivery available Friday after 3:00 p.m. through Sunday night or Holiday . . . . . **\$600 net per truck**
- Customer Pickup
  - Customer Request for 3rd party to pick up freight at OFS or Carolina terminal . . . . . **\$125 net**
- Change of Tags/Address/Phone #'s on Shipments . . . . . **\$35 net**

**SPECIAL ORDERS**

The OFS and Carolina lines of office furniture are among the most complete in the industry. However, should a particular need arise requiring size modification or customization, contact your Customer Service Representative for a price quotation. Because of the uniqueness of the product, special orders are not subject to cancellation.

**CANCELLATION AND ORDER CHANGES**

All orders accepted by OFS and Carolina are considered firm and binding and are not subject to cancellation.

**WAREHOUSE STORAGE CHARGES**

If a shipment is held beyond fourteen (14) calendar days after the order is ready for shipment at your request, a .067% per day (2% per month) storage charge will be assessed. The effective date will be fourteen (14) calendar days after the order is ready for shipment, as long as this date is after the acknowledged ship date. Further, the prices applied to the order will be those prices in effect at time of shipment.

**EXTENDED PRODUCTION AND SHIP DATES**

Orders placed with OFS and Carolina with extended lead times as requested by you will be subject to price in effect at time of shipment.

**DAMAGED MERCHANDISE AND FREIGHT CLAIMS**

1. Inspect all cartons for damage and carton quantity. All shipments are delivered to the transportation company in good condition; OFS' and Carolina's liability ceases at this time. Do not refuse merchandise damaged in transit. Instead, enter a claim with the transportation company
2. Record damages and/or shortages on the bill of lading and freight bill. Do not accept the shipment until all shortages are noted on both the bill of lading and the freight bill. Sign only for the items you receive. If you give the delivering carrier a clear receipt for a shipment, the carrier is relieved of further responsibility.
3. If concealed damage is found: Notify the delivering carrier at once and request an inspection. For shipments via Styline Logistics, notify your OFS or Carolina Customer Service Representative. This must be done within fifteen (15) calendar days of delivery. Without this inspection the transportation company will not entertain a claim for loss or damage. If the carrier will not perform the inspection, you should prepare an affidavit that you contacted the carrier, noting the time and date, and that the carrier failed to comply with your request. All shipping cartons and inner packing must be retained for carrier inspection. Do not move the damaged merchandise from the receiving location. It must also be retained for the inspection.



### **RETURN OF MERCHANDISE**

OFS or Carolina will not accept returned merchandise without a signed Return Authorization (RA) issued by our Customer Service Department. All returned merchandise must be properly packaged and cartoned to prevent further damage. Carton must be clearly marked with identifying RA number so that proper credit can be issued. We will consider issuing RAs for the following reasons:

- Manufacturing defect (must be inspected by a OFS or Carolina Sales Representative)
- OFS or Carolina order processing error
- Shipping error
- Duplicate shipments
- Mismarked cartons

All merchandise must be returned within thirty (30) days of the date of the RA to receive credit. Freight damage, signs of usage, missing parts, etc. will be adjusted on the amount of credit to be issued.

### **REPAIR CHARGES**

Reimbursement from OFS or Carolina for repairs must have prior approval.

### **FINISH**



The patented Euroluxe® finish is a chemically re engineered Urethane clear coat that preserves the beautiful depth and clarity of OFS and Carolina finishes, but allows for much greater performance with chemical and scratch resistance, as well as the complete elimination of dangerous formaldehyde emissions. The Euroluxe® finish system achieves indoor air quality standards set by LEED and BIFMA furniture emission standards and allows all products to achieve SCS Global Services' Indoor Advantage Gold Certification.

### **CUSTOM FINISH COLOR**

Custom finish matching is available for special requirements. OFS and Carolina must be provided with a suitable 8" x 10" or larger finish sample. However, custom finishes can be developed to meet specific needs. There will be a \$300 net upcharge per order for new custom finishes (waived on projects of \$100,000 net price or more). Custom finish upcharge for repeat or additional orders will be \$150 per order, even when the upcharge was waived on the original project. Custom finish matches are valid for 12 months from sample date. After this time period, custom finishes must be rematched and reapproved for use.

### **FINISH DISCLAIMER**

Some desktop accessories with plastic feet can penetrate or burn the finish. This is not a defect in the finish. Wood is a natural product and minor variations in wood color, grain and texture may be visible even though the pieces are finished at the same time. Also, light finishes when exposed to ultraviolet rays may darken and change color. These are not defects in finish, and merchandise cannot be replaced because of these natural variations.

### **BIFMA AND ANSI TESTING**

OFS and Carolina are members of the Business and Institutional Furniture Manufacturer's Association. Tests developed by BIFMA and approved by the American National Standards Institute (ANSI) determine the strength and durability of casegoods and seating in its everyday use. Although this testing does not serve as a warranty or guarantee, OFS and Carolina products within this price list generally meet or exceed applicable BIFMA and ANSI standards.

### **MODIFICATION PRICING**

Modifications must be clearly designated on customer's purchase order by placing the letters MOD and modification # in front of the model number and noting the modification needed.

**Example:** MOD#11 58141 MLC-WM-4 Hue Dandelion & 2 Origin Indigo with 2 fabrics: seat cushion only in grade 4 Momentum Hue Dandelion balance of chair in grade 2 Momentum Origin Indigo

Contact your Customer Service Representative for upcharge on drawer configuration changes for traditional casegoods series.

### **GLIDES**

OFS and Carolina utilizes different types of glides in our seating and occasional tables construction, ie; non marring, non skid glides, adjustable glides, plastic glides, etc. The type of glide used in a product depends on the products design and typical application. Due to varying flooring materials and our inability to test on all flooring types, OFS and Carolina assumes no responsibility for floors damaged by glides. For questions regarding glides, or to request specific glides contact Customer Service.

### **FABRIC PUDDLING**

The content of certain fabrics makes these fabrics susceptible to puddling and wrinkling over which OFS and Carolina have no control. Slight changes in weather and humidity can affect these fabrics. OFS and Carolina will not assume responsibility when this happens.



## OFS Return & Restocking Policy

### **RETURN OF MERCHANDISE**

OFS or Carolina will not accept returned merchandise without a signed Return Authorization (RA) issued by our Customer Service Department. All returned merchandise must be properly packaged and cartoned to prevent further damage. Carton must be clearly marked with identifying RA number so that proper credit can be issued. We will consider issuing RAs for the following reasons:

- Manufacturing defect (must be inspected by an OFS or Carolina Sales Representative)
- OFS or Carolina order processing error
- Shipping error
- Duplicate shipments
- Mismatched cartons

All merchandise must be returned within thirty (30) days of the date of the RA to receive credit. Freight damage, signs of usage, missing parts, etc. will be adjusted on the amount of credit to be issued.



**OFS Brands Inc. Response to Appendix D, Exhibit A**

**item 3.0 Supplier Response:**



**Experience**



**Strong National Presence**



**Education of Sales Force**



**Distribution Nationwide**



**Marketing Plan**



**Volume tracking**



**Differentiators**

**3.1 Company**



**A. Brief history and description of Supplier.**

OFS Brands Inc. is a family owned, community-driven company providing socially responsible furniture and logistics solutions in office, healthcare, education, government, and home office markets across the world. Established in 1937 in Huntingburg, Indiana, OFS has grown into a global leader while staying true to its local roots and core values of sustainability and craftsmanship. Desks, Tables and Seating have been core product lines from the beginning. Over the years, we expanded our product lines to include healthcare, dining, education, and all facets of furniture for work including open plan, modular cabinetry, tables and accessories.

OFS is considered a rapidly growing mid-market furniture manufacturer providing great design at an affordable price.



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Many of the largest furniture companies grew during the cubicle boom of the 1980's and 90's and are still known by many as "workstation" manufacturers today. OFS began as a primarily wood casegood company and through innovation and acquisition of the Carolina, Loewenstein and Highmark companies became a mid-market leader in the seating, workplace, healthcare and education markets. In 2007 we had 500 employees and have grown to include approximately 1850 today.

To better illustrate our **strong national presence** in the market we are happy to share a few notable activities and investments. We continue to invest in our manufacturing facilities throughout the U.S. including Indiana, North Carolina, California, and Kentucky. Our showrooms are strategically located across the U.S. including New York, Washington DC, Chicago, Atlanta, Dallas, and Los Angeles.

We invest in events and conference such as EdSpaces to ensure our connection with the K-12 Education market and are members and sponsors of SCUP and AUID to ensure our relationship to the College and University Planners and University Interior Designers across the United States and Canada. Our most recent market investment is our continued and significant investment as Presenting Sponsor for the 2nd year in a row of Healthcare Design Expo & Conference (HCD), held each November. We are an award winning destination for contract furniture industry professionals and customers during our significant Neocon presence with a large 11th floor permanent showroom and offices in the Chicago Merchandise Mart. OFS invests and is recognized as a leader in MyResourceLibrary - a resource for specifiers as well as CET Designer, a tool that helps dealers and specifiers in the industry.

We invest nationally in regional and local chapter events such as NIGP chapters (CAPPO, FAPPO, IPPA etc) as well as OMNIA

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OFS does not subscribe to D&B. See attached Experian Report



### **F. Describe any green or environmental initiatives or policies.**

#### INDOOR AIR QUALITY

It has been shown that Americans spend approximately 90% of our time indoors and our indoor air is 2 to 5 times more polluted than the air outside. These statistics alone are enough for OFS to commit to providing the lowest emitting interior furniture products possible.

All of OFS furniture products have achieved SCS Indoor Advantage and SCS Indoor Advantage Gold Certifications. Indoor Advantage Gold certification is SCS Global Services' highest level of indoor air quality performance for furniture. The certification assures that furniture products support a healthy indoor environment by meeting strict chemical emission limits for volatile organic compounds (VOCs). To be certified, products must be tested by independent labs for compliance with the ANSI/BIFMA X7.1, and either ANSI/BIFMA e3 or CDPH/EHLB Standard Method VI-1 for VOC emissions of concerns. A complete list of certified products and our product certificates can be found on SCS Global Services website:

(<http://www.scsglobalservice.com/certified-green-products-guide>)

#### BIFMA level CERTIFICATION

The BIFMA e3 Sustainability Standard, which provides the foundation for the level certification, is the multi-attribute, sustainability standard and third party certification program for the furniture industry. For more information on the level certification program and to view our certifications please visit [levelcertified.org](http://levelcertified.org).

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### FSC® COC CERTIFICATION

To promote and support our commitment to responsible forest management OFS offers all casegoods and tables as FSC® COC Certified (Forest Stewardship Council®). The FSC Standards represent the world's strongest system for guiding forest management toward sustainable outcomes. Fscus.org FSC certified products are manufactured with material that comes from managed forests that are traceable from the time the logs are cut to the time the final project is installed and are recorded by way of COC or chain of custody claim on all invoices. The demand for certified forest products has grown significantly in recent years. OFS's goal to act as a responsible steward of the environment encouraged us to pursue our FSC Chain of Custody (COC) certification back in 2007. This enabled us to procure and process wood fiber based materials that are certified under the most recognized global certification standard for responsibly harvested and/or recovered wood material. This provides our customer (Dealer, A&D community and end-users) the added reassurance that they have purchased furniture that meets the strict requirements of the FSC COC Standard. FSC certification is optional on many, but not all, OFS product lines. Please contact OFS Customer Service for information in regards to which of our product lines are available as FSC certified, and what the necessary procedures are for ordering FSC certified products from OFS. OFS FSC license code is FSC-C004808.

### USGBC & LEED

OFS is an active member of the U.S. Green Building Council. The USGBC is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life. As a member of the USGBC, OFS promotes the development of the LEED green building certification program.

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We offer products that contribute to LEED Certified projects and have committed to LEED certification of multiple OFS locations throughout the country.



EPA SmartWay partnership: In 2004, Styline Logistics became the first company in Indiana to join the U.S. Environmental Protection Agency's SmartWay Transport Partnership. The partnership is a voluntary program with the U.S. EPA that shows how shippers and carriers can gain economic benefits while mitigating their environmental impact.

To meet the SmartWay challenge to eliminate unnecessary truck engine idling, Styline Logistics employed many different policies, procedures and technologies that included auxiliary power units (APU's), reduced maximum speeds, automatic engine shutdown, automatic tire inflation systems, bio-and low-sulfur diesel fuels and new incentive programs. Since our partnership began in 2004 we have reduced our Carbon Dioxide [CO<sub>2</sub>] emissions by nearly 18,000 metric tons (32%), our particulate matter emissions by 3,000 metric tons (58%) and NO<sub>x</sub> gases by 113 tons (82%). This is yet another story in the long line of success the partners have achieved to live and prosper in a clean environment, while enjoying and preserving our natural resources.

Product design & development: OFS collaborates with interior and industrial designers to develop innovative furniture that exceeds the functionality requirements of the user while minimizing the amount of materials required for production. This Design for the Environment approach greatly reduces the amount of material required to produce our furniture products, while also incorporating some of the core principles of green building design. Considering functionality, aesthetics and environmental performance into each product design we are



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able to satisfy customer demand while offering products that meet strict 3rd party environmental certifications.

★ WELL: In July of 2017, the OFS corporate office in Huntingburg was officially registered for the WELL Building Standard®. This marked a long road to a wellness-focused workspace, and the company began the journey with the help of the International WELL Building Institute™. The WELL Building Standard (WELL) is the premier building standard to focus on enhancing people's health and wellness through the built environment. WELL is a performance-based system for measuring, certifying, and monitoring features within the certification standard.

OFS has several associates who are WELL certified and OFS offers WELL CEU's for our clients, conference, and partners. We offer this education as a commitment to further educating it's partners with current and relevant industry education, supporting our continued investment in not just creating products that promote environments that focus on human centered design, but education on the innovative trends that support that commitment.



**G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.**

OFS relies on our dealer diversity partners to provide services. We plan to offer this partnership through OMNIA Partners. While OFS manufactures the products, the dealers serve as our subcontractor to provide an array of services including



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installation, design, reconfiguration, asset inventory management, project management, reupholstery and storage.

Our dealer diversity partners nationally are all categorized as small businesses by the SBA. OFS actively searches for the best partners in the marketplace and support those dealers who may be minority, women-owned, or located in HUB zones. We do not require that those dealers seek certification but do our best to identify those who may be eligible and encourage them to register with public agencies. OFS will identify any such designations in our list of authorized contract dealers provided to OMNIA Partners.

It should be noted that the services offered through these dealers will be available to all members at the same price as offered by OFS.

Public agencies occasionally choose to contract with minority businesses to serve as project managers or purchasing agents on their behalf. This most often occurs with General Contractors and Design Build projects. We support those initiatives. With the agencies authorization we will allow those partners to access the cooperative contract on their behalf and will extend the same pricing structure.

A sample of our most active OMNIA minority dealer partners follows:

- Innovative Commercial Environments, CA SDB/SWBE
- Saxton, IA W/SBE
- J Tyler, Houston TX W
- Navajo Office Products, Amarillo TX HUB/M
- Spaces Inc, Memphis TN WBE/WOB/SBE
- SKG, Austin TX HUB/WBENC
- Workplace Resource, TX W

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- Business Interiors, Irving TX WBE
- Office Solutions BI, CA SWBE/Minority
- Austin Business Furniture, TX HUB/W
- GL Seaman, TX HUB/W
- Enriching Spaces, OH WMBE
- Williams Interior Designs, OH WMBE

**H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.**

Many of our dealers across the U.S. hold HUB certifications. See document titled "Texas HUB zone dealers" in Tab 3 to find the 8 Texas HUB zone dealers as one state's example.

Some of those dealers are also women owned, veteran owned etc. Please refer to the authorized OMNIA dealer list found in tab 3 where we have captured, where easily available, the additional designations these dealers may hold.

Of those listed, the following have extensive sales of OFS/Carolina through our existing Region 4 ESC, OMNIA contract

- Innovative Commercial Environments, CA SDB/SWBE
- Saxton, IA W/SBE
- J Tyler, Houston TX W
- Navajo Office Products, Amarillo TX HUB/M
- Spaces Inc, Memphis TN WBE/WOB/SBE
- SKG, Austin TX HUB/WBENC
- Workplace Resource, TX W
- Business Interiors, Irving TX WBE
- Office Solutions BI, CA SWBE/Minority



- Austin Business Furniture, TX HUB/W



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

Privately, family owned: As a privately owned, family owned business, we support the needs of our customers and not quarterly results, as we have since our founding. Our conversations with our customers are about partnership, not quarterly spend estimates. Our president Hank Menke and his four children are all actively engaged in the business including sales & marketing, finance, product development, operations and logistics which results in a high level of commitment for our customers. Each of them have worked in furniture dealerships giving them invaluable experience. With a lean management structure our customers will not get lost through layers of management.

Distribution Network: Unlike most of our largest competitors, OFS does not limit our dealers to one or two per market. We have a large and diverse dealer network in every market. In many cases we have 20 dealers in a given state.

This allows us to:

- Extend coverage to rural areas
- Add or remove dealers based on performance
- Meet the preferences of our customers
- Add dealers to support local small or minority business goals

Styline Logistics, a division of OFS Brands Inc. is the only furniture manufacturer that uses its own fleet of trucks and



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company employed drivers to deliver products to our customers. Styline Logistics has a fleet of 200 trucks and 400 trailers. Products are delivered on our trucks, regardless of order size. We are the only company in our industry that does not contract delivery of product to customers. The benefit is that clients receive goods free of freight damage. In 2018, we delivered 99.9 percent of our products without any damage. Additionally, our Customer Service Department contacts the customer prior to shipment and arranges a delivery appointment. Our trucks are equipped with GPS and our dispatch center in High Point, NC monitors their position throughout the day to ensure that the deliveries are made at the scheduled time.

Healthcare solutions: The Carolina brand is one of the strongest brands and largest suppliers of healthcare related furniture and related services in the country. Our diverse range of products includes patient room furniture, waiting room, administrative, lobby, reception, executive, training and conference solutions featuring materials and features designed especially with Healthcare standards in mind. Additionally, we offer products for unique Health Care areas such as behavioral health, pediatric, and modular millwork (mentioned below) which is used primarily in the patient room and nurse stations areas.

Modular millwork: OFS offers unique customer capabilities to provide modular cabinetry and casework for our customers with Carolina Mile Marker products. The custom laminate, wood, and Corian capabilities of Mile Marker modular cabinetry and casework enable us to provide athletic and student lockers, countertops and cabinets for office, dormitory, kitchen/break rooms, and healthcare clinic environments. The benefit is that Mile Marker is delivered in 6 weeks, unlike conventional millwork. Another advantage is that Mile Marker ships fully assembled, offering simple installation and components that can be easily moved and reconfigured. A full support team is



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available from specification through installation. The option rich solutions offered by Mile Marker allow each application to be customized for specific needs. While conventional contractor millwork is guaranteed for 1 year, Mile Marker comes with a limited lifetime warranty.

Product durability - Test Lab Operations: OFS operates its own in-house testing lab. This test lab is A2LA accredited (Test Certificate No. 3337.01). The accreditation assures our customers that our test equipment is accurate and we are following all required procedures. Having an in-house testing lab has many benefits including the ability to quickly test new product developments or different aspects of a given furniture unit. This ensures us that a unit will meet specific requirements before the product design is completely finished. This ability alone can potentially save hundreds of hours of design and engineering time and facilitates new product introductions.

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

OFS is not involved in any current or past litigation, bankruptcy, or reorganization.

### **K. Felony Conviction Notice: Indicate if the supplier**

~~a. is a publicly held corporation and this reporting requirement is not applicable;~~

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

~~c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.~~



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

OFS is not owned or operated by anyone who has been convicted of a felony.



**3.2 Distribution, Logistics**

**A. Describe the full line of products and services offered by supplier.**

Products:

OFS has a full scope of products in the office, education, healthcare, government, and nonprofit sectors. To illustrate the variety of products offered within OFS and Carolina we've assembled the following list of categories and the number of collections per area.

Seating:	82 collections
Tables:	32 collections
Casegoods:	17 collections
Modular Casework:	1 robust collection
Open Plan:	6 collections
Space Defining:	1 collection
Accessories:	28 collections
Architectural:	1 collection

Healthcare seating:	77 collections
Healthcare tables	26 collections
Healthcare casegoods	7 collections
Healthcare pillows, equipment rails and chair dollies	



### Services:



At OFS we firmly believe in listening to our clients and aligning ourselves with the best partners in a market. When it is determined to be in the best interest of the client, we offer “direct purchases” between the customer and OFS.

### For select projects, OFS may directly offer:

- Standards program development
- Product specification
- Delivery
- Installation
- Project management services
- Custom product and service solutions

In the majority of cases, our customers are serviced directly by our large dealer network. OFS is primarily an “open” line meaning **we have more than one dealer in a market** in order to have the flexibility to align our distribution to best meet the needs of our clients. This allows clients to choose a dealer partner that is aligned with their values and goals. The majority of our public agency and education clients use OFS held contracts such as our OMNIA contract yet work directly with our local dealer network with guidance and support from our contract team, local OFS representative and OFS showrooms. In most cases, the dealer partner invoices the agency directly in order to track diversity and local spend metrics but also to streamline communication.

### Services provided by our dealers include:

- Design
- Product specification
- Delivery
- Installation



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- Project management services
- Storage
- Asset / inventory management
- Furniture end of life strategies
- Reupholstery



### Logistics:

Owning our logistics network allows us to take responsibility for every step along the way. We operate a fleet of 400 trailers to ensure a flawless delivery process with no hassles on your end. We have less than .002% damage rate and our online tracking system guarantees an exact delivery time, so you have everything you need when you need it.



### **B. Describe how the supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

OFS Brands Inc. currently holds a Region 4 ESC Contract #R142213 through OMNIA Partners. OFS proposes to utilize our existing national network of OFS representatives and small business dealers to actively promote the OMNIA Partners Contract to the Continental United States as well as Alaska, Hawaii and U.S. Territories and Outlying Areas.

### **C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution**

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**channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure their compliance with the Master Agreement.**

Our dealers and representatives must go through a certification process by attending a Government Ethics webinar conducted by our law firm, Crowell and Moring. Additional criteria include requiring the dealer principal to sign a dealer participation agreement indicating that the dealer understands the commitments and pricing found in our master agreement. The OFS representatives, leadership team, and dealers will be required to attend OMNIA Partners contract training upon award of the contract and will participate in the OFS annual dealer performance review.

We will require the OFS representatives to regularly engage with the OMNIA Partners Regional Program Manager in sales calls to public agencies. In addition to the sales responsibility, dealers will provide all services under the contract as the FOS subcontractor. As mentioned earlier, services include design, installation, reconfiguration, project management, asset management, reupholstery, and storage.

Dealers must submit all orders to OFS Contracts for verification of contract pricing. Additional dealer functions include checking acknowledgments, coordinating delivery with the customer and performing installation services.

A copy of the agency purchase order must accompany the dealer order. The customer has the option of issuing the order directly to OFS or placing an order with the local small business dealer.



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As a final step, customers and dealers can receive immediate answers and attention by emailing [omnia@ofs.com](mailto:omnia@ofs.com)

### **D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

OFS has hundreds of dealers who have participated in our OMNIA contract. Please see attached list of OFS Authorized OMNIA dealers as well as a list of OFS dealers. The difference is that the OFS Authorized dealers have received training prior to sales activities to ensure they are aware of the contractual commitments and obligations. However, additional dealers are added monthly or as allowed and accepted by Region 4 ESC. Dealers are each able to process orders and to provide all additional services including receiving product and providing delivery and installation services.

In addition to our hundreds of dealer partners, Styline Logistics has always provided quality transportation and logistical services for all the furniture manufacturing divisions of our company. We have years of experience in providing specialized handling for various types of furniture, from seating to systems and everything in between.



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

OFS operates under approximately 1,948,132 sq. ft. of manufacturing space within 17 different manufacturing, warehousing, and transportation facilities. Out of those 17 facilities, 13 are manufacturing facilities. We currently operate 4 as raw materials or supply factories. These 4 plants provide the cut veneer, dimensional lumber, and cut core material used in

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the production of our products. One facility is an intermediate supply plant that receives multiple raw materials from our other supply plants and vendors, conducts veneer/laminate layup and edge banding operations, machine components and ultimately supplies ready to assemble components to our finished goods facilities. The 9 remaining manufacturing facilities currently operating are finished product plants. Generally, these plants specialize in specific product types or categories due to different requirements for consolidation, material types, machine capabilities, capacity, employee expertise, etc.

### 3.3 Marketing and Sales



**A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:**

**i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

[Redacted text block]

[Redacted text block]



[Redacted text block]



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

[Redacted text block]

All training will be under the direction of OFS National Accounts Director, Anna McClelland. Training will be offered periodically to keep new dealers updated. The content of the training will include Government 101 to ensure that dealers understand the essentials of working with public agencies from the players to the policies. Training will also include contract details, features, requirements, compliance, product categories/applications, and pricing scenarios. Additionally, all dealers will have a list of people they can contact with questions as they arise regarding these or other topics.

OFS intends to engage OMNIA employees into all training options.



**B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**

**i. Creation and distribution of a co-branded press release to trade publications (OFS will comply)**

**ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days (OFS will comply)**

**iii. Design, publication and distribution of co-branded marketing materials within first 90 days (OFS will comply)**

**iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings,**



**Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement (OFS will comply)**

**v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.**

**vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**  
**vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) (OFS will comply and has already secured booth)**

**viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:**

- **OMNIA Partners, Public Sector standard logo;**
- **Copy of original Request for Proposal;**
- **Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;**
- **Summary of Products and pricing;**
- **Marketing Materials**
- **Electronic link to OMNIA Partners, Public Sector's website including the online registration page;**
- **A dedicated toll-free number and email address for OMNIA Partners, Public Sector (OFS will comply, a page is already established at [www.ofs.com/contracts](http://www.ofs.com/contracts))**

Press Release Upon notice of award, a meeting will be scheduled with all stakeholders including OMNIA, Region 4 ESC, and the OFS team to discuss and develop final public-facing



## Tab 3 Appendix D Exhibit A OFS Response

documentation, validate a marketing plan and an interaction cadence.

During the first 15 days, we will work with our OMNIA Partners to develop a transition plan from our existing contract to the new contract.

Within the first 30 days, the various department heads of customer service, order entry, marketing, and information technology will meet to discuss implementation and transition to the new contract including the commitments made around marketing. These meetings will also include reporting and administrative fee processing.

During the first 60 days, we will develop co-branded materials including an overview flier, client-facing contract, dealer facing contract details, FAQ, and web page in coordination with the OMNIA Partners marketing team. We will use their logo and approved verbiage in a social media blast as well.

Within the first 60 days, we will review our trade show/engagement calendar and will meet with OMNIA to align our goals. OFS has already committed to participate at NIGP Annual Forum and CAPPO. Each year as a supplier we have and plan to continue to participate in NIGP Annual Forum with a presence in the OMNIA space and as an engaged supplier partner. OFS also participates in NIGP chapter events, NAEP events, OMNIA summits and other vendor shows, conferences and opportunities. We are open to other trade shows or events that Region 4 ESC and OMNIA recommend. OFS participation is at our own expense.

OFS is willing to participate in trade advertising throughout the term of the Master Agreement to promote OFS OMNIA Partners



## Tab 3 Appendix D Exhibit A OFS Response

contract. We would rely on OMNIA Partners to let us know periodicals are most effective at reaching their members.

We have and will continue to provide case studies, collateral pieces, and presentations as necessary to promote this contract.

OFS has and will continue to maintain a dedicated OMNIA Partners internet web-based homepage at ofs.com (<https://ofs.com/resources/contracts/OMNIA-partners-public-sector-national-ipa>) which features the OMNIA Partners logo, contract due diligence documents including original RFP and all contract documents, a client packet which is a summary of products and pricing, any related marketing materials, and a link to the OMNIA Partners' website.

Additionally, the page features dedicated contact information for both OFS and OMNIA Partners. This site will be updated within the first 90 days and prior to dealer and representative webinars.

A dedicated email address [OMNIA@OFS.com](mailto:OMNIA@OFS.com) will be established. OFS toll-free number is 800-521-5381.

**C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.**

We are eager to market the agreement to our existing customers, most of which are familiar with our current OMNIA Partners contract and are awaiting a new OFS/OMNIA contract. OFS will transition any existing customer to OMNIA as long as they are eligible.

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## Tab 3 Appendix D Exhibit A OFS Response

OFS holds the following contracts:

- GSA
- OMNIA Partners, Public Sector (Region 4 ESC)
- Alabama
- Arkansas
- Connecticut
- Fairfax Co.
- Florida
- Georgia
- MHEC
- Mississippi
- New Jersey
- New Mexico
- New York
- North Carolina
- Pennsylvania
- South Carolina
- South Dakota
- Wisconsin
- Healthtrust
- Premier
- Vizient

How will the contract be positioned among other contracts? At OFS all contracts are managed by the Specialty Markets division under the leadership of Anna McClelland. It is a policy and a practice to lead with the OMNIA contract to all eligible members and to share the following benefits with eligible customers :

- Best pricing available (no other contract offers better pricing)
- All products and brands (many contracts restrict our offering)

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## Tab 3 Appendix D Exhibit A OFS Response

- Access to hundreds of dealers (other contracts restrict the number of dealers)
- Ability to issue one purchase order (allowing our dealers to place orders means the agencies can purchase OFS and other brands on a single purchase order when addressed to a dealer)

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

OFS Brands Inc. will provide OMNIA Partners with our company logo upon request and approves the reproduction of such logo in marketing communications and promotions. OFS Brands Inc. will not use the OMNIA Partners logo without prior permission, as stated.

**E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:**

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii. Best government pricing**
- iii. No cost to participate**
- iv. Non-exclusive**

OFS Brands Inc. agrees. We will be proactive in direct sales of Company's Products and Services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. We also agree with the minimum initiatives as described.



**F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

**i. Key features of Master Agreement**

**ii. Working knowledge of the solicitation process**

**iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector**

**iv. Knowledge of benefits of the use of cooperative contracts**

OFS confirms and agrees to all of the above. As previously described, all training will be under the direction of OFS National Accounts Director, Anna McClelland. This training will take place via webinar and will be offered within the first 90 days and again periodically to keep sales forces and new dealers updated. As required, training will include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

**G. Provide the name, title, email and phone number for the person(s), who will be responsible for:**

**i. Executive Support**

Ryan Menke

Senior Vice President of Sales and Marketing

Ph: 812-630-4774

rmenke@ofs.com

**ii. Marketing**

Nick Blessinger

VP of Marketing

PH: 812-746-9115

nblessinger@ofs.com

**iii. Sales**



## Tab 3 Appendix D Exhibit A OFS Response

Anna McClelland  
National Accounts Director, Public Agency and Higher  
Education  
Ph: 704-771-9003  
amcclelland@ofs.com

### **iv. Sales Support**

Martha Schwindt  
Government Contracts Manager  
Ph: 866-637-9328 x7257  
mschwindt@ofs.com

### **v. Financial Reporting**

Dawn Wibbeler  
Contract Coordinator  
Ph: 866-637-9328 x7211  
dwibbeler@ofs.com

### **vi. Accounts Payable**

Rachael Kluesner  
Assistant Controller  
Ph: 866-637-9328 x7374  
rkluesner@ofs.com

### **vii. Contracts**

Anna McClelland  
National Accounts Director, Public Agency and Higher  
Education  
Ph: 704-771-9003  
amcclelland@ofs.com

&

Andrea Whitworth  
Ph: 866-637-9328 x8129  
awhitworth@ofs.com

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**H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The OFS CEO and President is Hank Menke. The OFS national sales force is led by Ryan Menke, SVP Sales, and Marketing. Reporting to Ryan are various leaders including Anna McClelland, incoming Vice President Specialty Markets. Currently, National Accounts Director for Public Agency and Higher Education. Ryan and Anna work closely with five Regional Vice Presidents responsible for U.S. sales.

See attached "OFS Brands Master Listing by Regional Hierarchy" for an outline of our sales force structure nationally.

Ryan Menke, SVP Sales & Marketing is the highest level executive in charge of the sales team. His contact information is:  
Ph: 812-630-4774  
rmenke@ofs.com

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

The initial steps will include a reintroduction of the two sales organizations which will include integrating the municipal, K-12, and higher education teams into the OFS sales teams.



## Tab 3 Appendix D Exhibit A OFS Response

We welcome suggestions but at a minimum, the following will occur:

- Each sales representative and dealer will participate in training to aid in implementing the new contract
- We will use the OMNIA Connect and the OMNIA managers to access membership information and use it to identify opportunities in an effort to grow sales
- At a minimum monthly contact between Anna McClelland and at least one OMNIA regional manager to understand and share trends, legislation, challenges, and opportunities
- In an effort to grow sales there will be quarterly meetings between local OFS teams and OMNIA regional manager to design and align training, marketing, and sales activities, both to clients and to our dealer network
- We invite the OMNIA Partners team to visit OFS showrooms at least yearly to learn about our latest designs and innovations so that they can speak to our value proposition when meeting directly with clients
- To further grow and service the national program the sales force will offer frequent feedback regarding challenges and opportunities in their market. In response, through contract administration, direct work with the OMNIA regional directors, and the two marketing departments OFS will adapt the program as needed to increase acceptance and use of the program, meet the needs of public agencies, bring value to those agencies, and grow sales. The growth and servicing of the contract will be validated during monthly meetings between Anna McClelland and Vanessa Perutelli.

### **J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including**

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**ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.**

The primary contact between OFS and OMNIA Partners will be Anna McClelland. She will continue to set a rhythm of communication not only with the OMNIA leadership team but with our Director of Partner Development and the regional leaders of OMNIA.

The management of the program will also include:

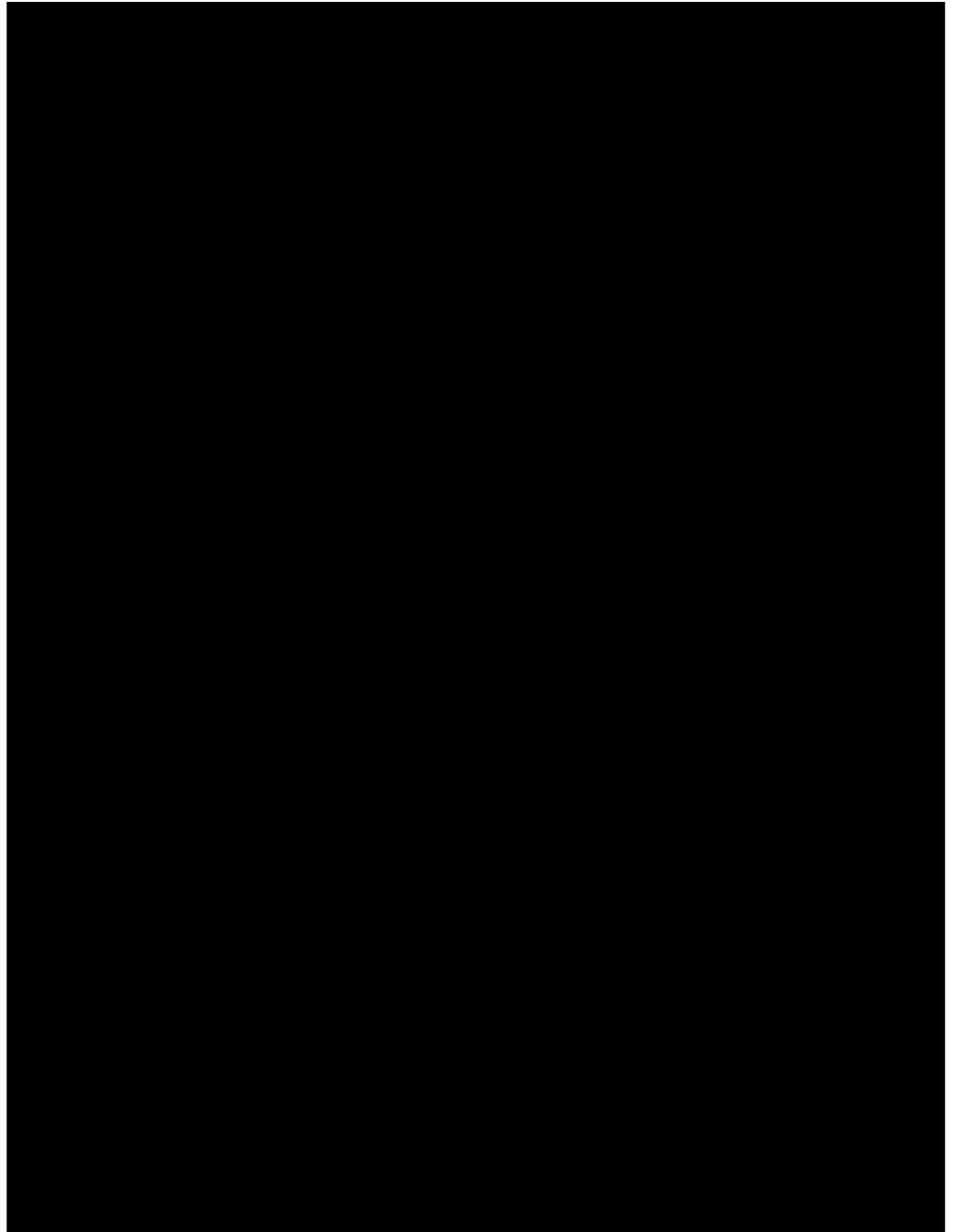
- The reintroduction of the two sales organizations regional teams including integrating the OMNIA municipal, K-12, and higher education teams into the OFS sales teams.
- Anna will schedule monthly communication with the Director of Partner Development to align our areas of focus
- Monthly contact with OMNIA marketing to coordinate trade show/summit activities as well as brainstorming new marketing materials and promotions
- Use of OMNIA Connect to measure success
- At a minimum, monthly contact between Anna McClelland and at least one OMNIA regional manager to understand and share trends, legislation, challenges, and opportunities
- Anna will work with the national sales force to add or update dealers to the authorized dealer list
- We will continue to support new client inquiries and registrations through a dedicated OMNIA Partners email address
- Martha Schwindt will continue to submit timely reporting and payment of administration fees
- Anna will continue to be responsible for all facets of contract administration

**K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency**



## Tab 3 Appendix D Exhibit A OFS Response

**customers, the total purchases for each for the previous fiscal year along with a key contact for each.**





**L. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**

We have implemented automation software for Accounts Payable. Esker on Demand is utilized by AP to process invoices automatically into our operating system “Oracle” as well as offering an electronic workflow for invoice approvals.

Emailing invoices to ap@ofs.com will allow the invoices to automatically transfer to Esker and AP can then forward them to each department for approval. Esker provides a mobile app that can be used for invoice approvals.

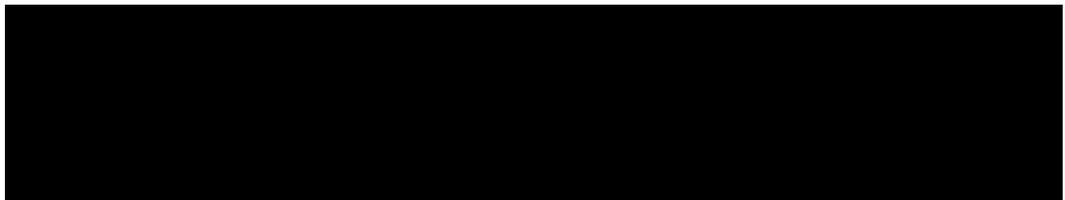


**M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).**

\$\_\_0\_\_\_.00 in year one

\$\_\_0\_\_\_.00 in year two

\$\_\_0\_\_\_.00 in year three



[REDACTED]

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



**N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.**

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).**
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.**
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).**
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**



## Tab 3 Appendix D Exhibit A OFS Response

OFS agrees with the strategies outlined above for all OMNIA Partners members.



## IV. Evaluation Process and Criteria / 2.)

**(Question in bold, OFS response not bold)**

### **b) Performance Capability**

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

See Tab 3 Item 1: Appendix D Exhibit A OFS Response

**ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.**

See Tab 1, Acceptance Form

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

See Tab 3.a OMNIA Partners documents for copies of forms.

**iv. Describe how Offeror responds to emergency orders.**

OFS offers a Quickship program that features a comprehensive scope of products delivered to the customer within 12-14 days. A



## IV. Evaluation Process and Criteria / 2.)

dedicated price list and a display of the products can be found at <https://ofs.com/products/quickship>

### **v. What is Offeror's average Fill Rate?**

98%-99%

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

99% consistently year over year. Owning our own logistics company and fleet of trucks provides us with greater control than many suppliers.

### **vii. Describe Offeror's return and restocking policy.**

All returns require prior authorization and may incur a 25% restocking fee plus freight costs. The following details our policy as found in our price list.

OFS will not accept returned merchandise without a signed Return Authorization (RA) issued by our customer service department.

All returned merchandise must be properly packaged and cartoned to prevent further damage. Carton must be clearly marked with identifying RA number so that proper credit can be issued.

OFS will consider issuing RA's for the following reasons:

- Manufacturing defect (must be inspected by OFS sales representative)
- OFS order processing error
- Shipping error

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## IV. Evaluation Process and Criteria / 2.)

- Duplicate shipments
- Mismarked cartons

All merchandise must be returned within thirty (30) days of the date of the RA to receive credit. Freight damage, signs of usage, missing parts, etc. will be adjusted on the amount of credit to be issued. The customer is responsible for all freight charges to return products.

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

In order to provide the fastest response possible, we support our dealer network to provide warranty assistance. We have a computerized process for dealers or representatives to complete Field Issue Requests (FIR) so that parts and labor can be approved quickly. For large or complex installations, OFS will dispatch someone from our Construction Services division to ensure that the local dealer is comfortable and familiar with new product installation methods.

A copy of our Warranty Terms and Conditions is enclosed. We are proposing a 1 year labor warranty and our commercial warranties.

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

Locations for customer service are in Huntingburg IN and High Point NC. The hours of operation are 8:00 am to 5:00 pm EST, Monday - Friday.

The local OFS representative and contract administrators will be the first point of contact for contracted clients' issues and concerns. At this level, we will determine whether the issue is one of sales or contract communication or if it is a



## IV. Evaluation Process and Criteria / 2.)

factory/customer service topic. OFS has a comprehensive sales administration organization. This is overseen by an SVP of Sales Administration whose responsibility includes the following:

- Order entry
- Order conditioning and scheduling
- Customer Service
- Shipping and Logistics
- Post-installation services
- Issue resolution
- Warranty fulfillment

As a prerequisite to gaining access to distribute OFS products, we ensure that our distribution network can offer services that include but are not limited to:

Design Services: Space planning, installation plans, furniture migration, strategies, and reconfiguration of existing furniture, assistance with furniture selection, interior office design, and computerized installation drawings.

Project Management Services: Beginning from the planning stage, through all stages to final delivery, walkthrough, and any punch list completion.

Delivery and Installation Services: Includes all aspects from uncartoning and inspection to assembly, set up, placement, installation, and warranty services, along with repairs when needed. Reconfiguration of existing products is available as well. Storage is available in certain markets.

Delivery: Owning our logistics company, Styline Logistics, allows us to take responsibility for every step along the way. We operate a fleet of 400 trailers to ensure a flawless delivery process with no hassles on your end. We have less than .002%



## IV. Evaluation Process and Criteria / 2.)

damage rate and our online tracking system guarantees an exact delivery time so you have everything you need when you need it.

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

OFS or it's authorized dealer invoices the customer upon product shipment. Services are invoiced upon completion.

Payment terms are Net 30 days. We also accept Visa, MasterCard, Discover, and American Express. All methods of payments are subject to a 2% processing fee or the State's Lawful Amount for the total invoice when paying online, fax, or over the phone. Discounts are not allowed if paid by credit card.

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

OFS is in our 5th year of our first national cooperative contract which was awarded by Region 4 ESC and made available through TCPN - which was acquired by OMNIA Partners. Customers have already transitioned to our OMNIA contract and it is known that it is our primary method for selling to public agencies. OFS leadership has been and remains committed to a national contract. Our dedication lies in the fact that it is our only national public agency cooperative contract. Our employees and sales force will be awaiting the announcement of our new award and it's term within the first 10 days of signing the contract. Our Digital First campaign means that we strategically use social media to make our partners and clients aware of breaking developments including what will be the equivalent of a press release announcing the contract and our commitment to it.



## IV. Evaluation Process and Criteria / 2.)

### **xii. Describe the financial condition of Offeror.**

OFS is a 4th generation family-owned company. Recently OFS announced plans to invest \$1 million in its manufacturing facility in Leitchfield, KY creating an additional 105 jobs in the process. This expansion will nearly double its previous operation output, allowing OFS to produce new products to meet customer demand for ergonomic seating - also known as performance seating. The \$1 million renovations will include a new production line and general improvements to the original facility.

OFS operates over 1.5 million square feet of manufacturing space, employs 1,850 employees, and owns a subsidiary, Bryan Ashley. OFS is the tenth-largest contract furniture in the FDMC 300.

OFS annually completes a full scope audit and has received an unqualified audit opinion each year including 2018. Our audits are conducted by one of the 10th largest national audit firms. OFS Brands Inc. sales for the year ended 2018 exceeded \$400 million dollars and the company maintains a net worth in excess of \$100 million. We appreciate your understanding that we are a privately held corporation and that we have a desire to maintain confidentiality with regard to our financial statements. We will be more than happy to further discuss our investments and strength in person.

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

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

All of the OFS Brands catalogs and price lists for both the OFS

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## IV. Evaluation Process and Criteria / 2.)

and Carolina brands are available at our website: [ww.ofsbrands.com](http://ww.ofsbrands.com). We have established customized electronic catalogs with the corporate standards for several national accounts and are eager to build a custom site for any Region 4/OMNIA user.

The main page features our corporate phone number and email address that feeds directly to customer service who can field and/or facilitate orders, returns and reporting. Additionally there is a "contacts" link <https://ofs.com/contact-us> that allows customers to make any type of inquiry and also directs customers to a representative or showroom near them.

### **xiv. Describe the Offeror's safety record.**

#### MISSION STATEMENT:

OFS is committed to providing the best possible work environment for all employees. Safety is a vital part of our business and everyday lifestyle, and our MISSION is to promote Safety in everything that we do as we strive for continuous improvement and total elimination of workplace injuries.

OFS complies with all Occupational Health, Safety, and Environmental Regulations. Our goal is to develop and utilize the most practical technologies, operations, procedures, controls and policies to provide a safe environment for our employees and our community.

Total employee participation is the key to achieving a World Class Safety Health and Wellness Environment. To accomplish this, OFS will provide the support, training and tools needed to achieve this goal.

#### SAFETY GOALS:

- Establish an employee Injury Illness Prevention Plan (IIPP) to eliminate hazards, reduce risks, and maintain an accident free environment.

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## IV. Evaluation Process and Criteria / 2.)

- Assist in physical improvements and ergonomic design of production processes
- Provide Safety Education and Training to Support a World Class Safety Program

OFS strives to work in partnership with OSHA to provide a safe work environment for our associates. To accomplish this essential Written Programs have been developed and reviewed by OSHA Representatives during VPP (Voluntary Protection Program) site inspections at Plant #5 in Indiana who was awarded the VPP STAR Status in 2007 and OSHA consultations and audits at SHARP Locations 4,6,9 and 23.

OFS HOLDINGS and its Styline Affiliates employed 1850 employees in 2018 with 3,850,305 hours and closed with a Corporate OSHA Rating of 3.24%, with 62 OSHA Recordable Accidents collectively.

2018 Transportation Long Distance Fleet drove just over 17.3 million miles and is expected to meet or exceed that milestone by the end of 2019.





## IV. Evaluation Process and Criteria / 2.)

### **xv. Provide any additional information relevant to this section.**

When we call our company a family business, we mean it in multiple senses. Yes, the company was founded by the same family who leads our company today, but it goes beyond that. Some of us are related by blood, but all of us are united as a family by a vision for what we can be together. Our philosophy can be summed up in a quote from our Owner “What you make people feel is as important as what you make”

**EXHIBIT B**  
**ADMINISTRATION AGREEMENT, EXAMPLE**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

**WHEREAS**, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## **TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

### **NATIONAL PROMOTION**

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

### **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C (“Contract Sales Report”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector’s sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector’s sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector’s sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector’s reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector’s costs and expenses related to such audit.

## **GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector’s rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector’s sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of

OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

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Signature

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Name

---

Title

---

Date

---

Signature

Sarah Vavra

---

Name

Sr. Vice President, Public Sector  
Contracting

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Title

---

Date

**EXHIBIT C**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,**  
**EXAMPLE**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES

THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY, A  
DELAWARE CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR AND/OR  
COMMUNITIES PROGRAM MANAGEMENT,  
LLC, A CALIFORNIA LIMITED LIABILITY  
COMPANY D/B/A U.S. COMMUNITIES**

\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title and Agency Name  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**EXHIBIT D**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Subcode: 508277

Ordered: 11/26/2019 13:03:29 CST



Transaction Number: C706495618

Search Inquiry: OFS BRANDS/1204 E 6TH ST/HUNTINGBURG/IN/47542/US/Phone 812-683-4848/758804281

Model Description: Intelliscore Plus V2

Business Name <b>OFS BRANDS INC.</b>		 Business Identification Number <b>758804281</b>	
Primary Address: 1204 E 6TH ST HUNTINGBURG, IN 47542-9375		Website: <a href="http://ofs.com">ofs.com</a> Phone: (812) 683-4848 Tax ID: 30-0056548	
Ultimate Parent: OFS BRANDS HOLDINGS INC		 This business is a member of a corporate family. <a href="#">See the corporate hierarchy by clicking here</a>	

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Risk Scores and Credit Limit Recommendation		Days Beyond Terms	Derogatory Legal	Fraud Alerts
Intelliscore Plus  LOW TO MEDIUM RISK Score range: 1 - 100 percentile Credit Limit Recommendation: <b>\$246,700</b>	Financial Stability Risk  LOW RISK	Company DBT  Industry DBT: 2	Original Filings 	High Risk Alerts 

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Business Facts			
Years on File:	22 (FILE ESTABLISHED 02/1997)	SIC Code:	FURNITURE & FIXTURES, NEC - 2599
State of Incorporation:	IN		FURNITURE STORES - 5712
Date of Incorporation:	03/14/2002	NAICS Code:	OFFICE FURNITURE, EXC WOOD - 2522
Business Type:	Unknown		Institutional Furniture Manufacturing - 337127
Contacts:	ROBERT H MENKE - PRESIDENT		Furniture Stores - 442110
	DOUGLAS K WURMNEST - TREASURER		Office Furniture (except Wood) Manufacturing - 337214
	JAMES A HUEBNER - SECRETARY	Number of Employees:	1,500

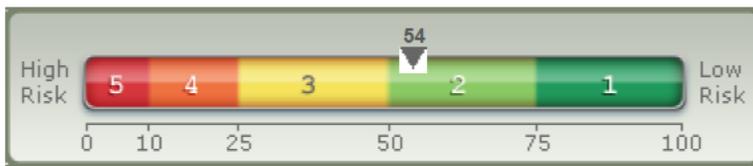
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Commercial Fraud Shield			
Evaluation for: OFS BRANDS INC, 1204 E 6TH ST, HUNTINGBURG, IN47542-9375			
Business Alerts		Verification Triggers	
Active Business Indicator:	 Experian shows this business as active	BUSINESS ADDRESS IDENTIFIED AS RESIDENTIAL	
Possible OFAC Match:	 No OFAC match found		
Business Victim Statement:	 No victim statement on file		

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Credit Risk Score and Credit Limit Recommendation	
Credit Risk Score: Intelliscore Plus	
Current Intelliscore Plus Score: 54	Risk Class: 2 

225 of 369



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

This score predicts the likelihood of serious credit delinquencies for this business within the next 12 months. Payment history and public record along with other variables are used to predict future risk. Higher scores indicate lower risk. This company is classified as a large business and is compared to businesses of similar size.

**Factors lowering the score**

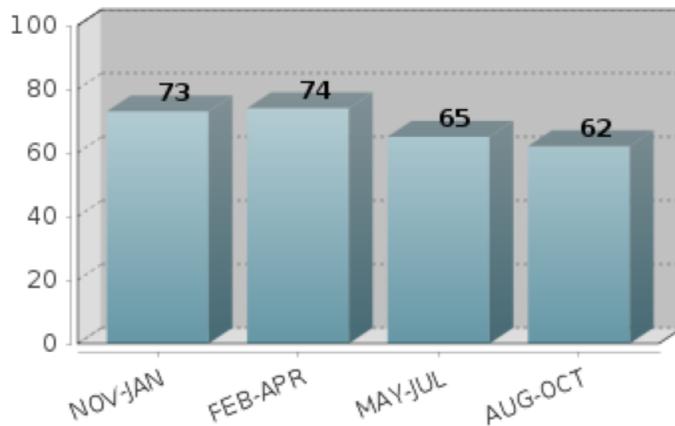
- ▶ NUMBER OF COMMERCIAL ACCOUNTS THAT ARE CURRENT
- ▶ PERCENT OF DELINQUENT COMMERCIAL ACCOUNTS
- ▶ PRESENCE OF COMMERCIAL ACCOUNT DELINQUENCY IN THE PAST
- ▶ BALANCE OF COMMERCIAL ACCOUNTS AT WORST DELINQUENCY

**Industry Risk Comparison**

53% of businesses indicate a higher likelihood of severe delinquency.

**Intelliscore Plus Quarterly Score Trends**

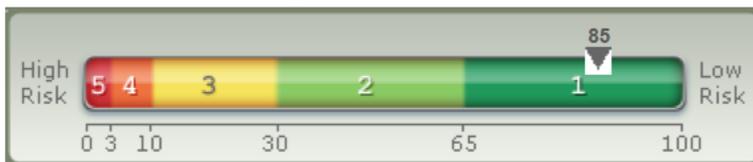
**Quarterly Score Trends**



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

**Credit Risk Score: Financial Stability Risk**

**Current Financial Stability Risk Score: 85**



**Risk Class: 1**



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

This score predicts the likelihood of financial stability risk within the next 12 months. The score uses tradeline and collections information, public filings as well as other variables to predict future risk. Higher scores indicate lower risk.

**Factors lowering the score**

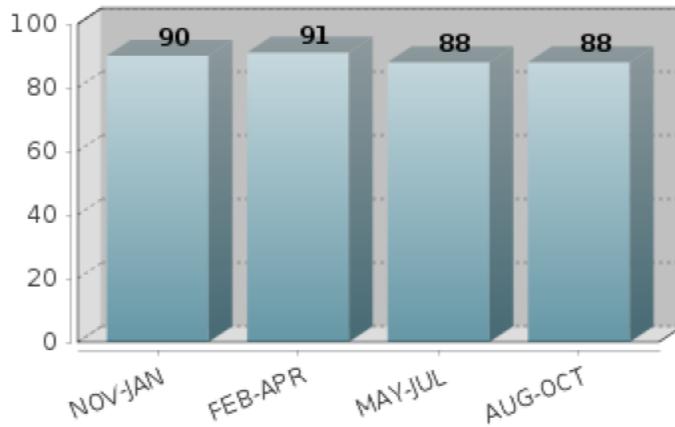
- ▶ RISK ASSOCIATED WITH THE COMPANY'S INDUSTRY SECTOR
- ▶ PERCENT OF COMMERCIAL ACCOUNTS DELINQUENT
- ▶ RISK ASSOCIATED WITH THE BUSINESS TYPE
- ▶ PAST COMMERCIAL DEROGATORY BALANCE

**Industry Risk Comparison**

84% of businesses indicate a higher likelihood of financial stability risk.

**Financial Stability Risk Quarterly Score Trends**

### Quarterly Score Trends



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

### Credit Limit Recommendation

**Credit Limit Recommendation**  
\$246,700

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

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### Payment and Legal Filings Summary

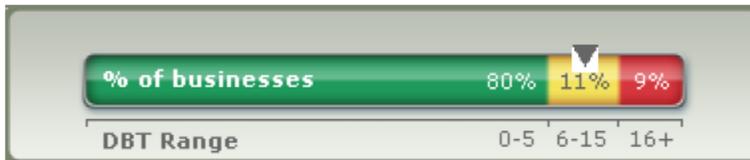
Payment Performance		Trade and Collection Balance		Legal Filings	
Current DBT:	11	Total trade and collection (21):	\$57,600	Bankruptcy:	No
Predicted DBT as 01/22/2020 :	11	All trades (21):	\$57,600	Tax Lien filings:	0
Monthly Average DBT:	7	All collections (0):	\$0	Judgment filings:	0
Highest DBT Previous 6 Months:	11	Continuous trade (11):	\$33,800	Sum of legal filings:	\$0
Highest DBT Previous 5 Quarters:	12	6 month average:	\$20,500 - \$40,300	UCC filings:	1
Payment Trend Indication:		Highest credit amount extended:	\$61,600	Cautionary UCC filings:	Yes
Payments are stable		Most frequent industry purchasing terms: NET 30,REVOLVE,CREDIT			

### Industry Comparison

#### Industry DBT Range Comparison

The current DBT of this business is 11. 11% of businesses have a DBT range of 6-15.

DBT for this business: 11



#### DBT Norms

All industry: 2

Same industry: 2

#### Industry Payment Comparison

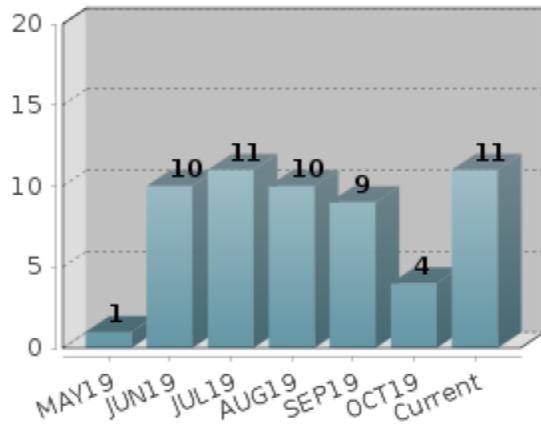
Has paid slower than 50% of similar businesses

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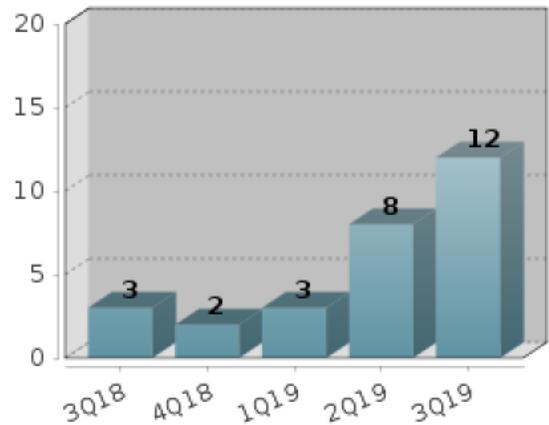
### Payment Trending

#### DBT Trends

### Monthly DBT Trends



### Quarterly DBT Trends



### Monthly Payment Trends

Payment Trends Analysis FURNITURE & FIXTURES, NEC - 2599				Account Status Days Beyond Terms					
Date Reported	Industry		Business	Balance	Cur	1-30	31-60	61-90	91+
	Cur	DBT	DBT						
CURRENT	95%	2	11	\$33,800	51%	38%	11%		
OCT19	95%	2	4	\$22,500	76%	24%			
SEP19	97%	1	9	\$20,500	42%	58%			
AUG19	97%	1	10	\$40,300	33%	67%			
JUL19	97%	2	11	\$23,500	25%	75%			
JUN19	97%	1	10	\$27,500	35%	65%			
MAY19	97%	1	1	\$25,500	93%	7%			

### Quarterly Payment Trends

Payment History - Quarterly Averages				Account Status Days Beyond Terms					
Quarter	Months	DBT	Balance	Cur	1-30	31-60	61-90	91+	
Q3 - 19	JUL - SEP	12	\$24,500	23%	77%				
Q2 - 19	APR - JUN	8	\$36,600	48%	52%				
Q1 - 19	JAN - MAR	3	\$9,100	83%	17%				
Q4 - 18	OCT - DEC	2	\$6,900	89%	11%				
Q3 - 18	JUL - SEP	3	\$6,700	78%	22%				

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### Trade Payment Summary

Trade Line Type	Lines Reported	DBT	Recent High Credit	Balance	Current	01-30	31-60	61-90	91+
Continuous	11	11	\$85,700	\$33,800	51%	38%	11%		
New	0			\$0					
<b>Combined Trade</b>	<b>11</b>	<b>11</b>	<b>\$85,700</b>	<b>\$33,800</b>	<b>51%</b>	<b>38%</b>	<b>11%</b>		
Additional	10		\$195,200	\$23,800	79%	20%		1%	
<b>Total Trade</b>	<b>21</b>		<b>\$280,900</b>	<b>\$57,600</b>	<b>64%</b>	<b>30%</b>	<b>6%</b>		

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

#### Payment Experiences

(Trade Lines with an (*) after the date are newly reported)							Account Status Days Beyond Terms				
Business Category	Date Reported	Last Sale	Payment Terms	Recent High Credit	Balance	Cur	1-30	31-60	61-90	91+	Comments
ACCT SVCS	08/2019		VARIED		\$0						
BUREAU	11/2019	10/2019	NET 30	\$7,200	\$3,600			100%			
BUREAU	10/2019	09/2016	NET 30		\$0						
ELEC SUPLR	07/2019	08/2018			\$0						
INDUS SUPL	11/2019		VARIED	\$300	\$0						
IRON&STEEL	11/2019		NET 30		\$0						
PACKAGING	11/2019	10/2019	NET 30	\$7,900	\$2,400	91%	9%				CUST 19 YR
PRNTG&PUBL	10/2019		NET 20		\$0						
PRNTG&PUBL	11/2019	10/2019	NET 15	\$61,600	\$23,300	49%	51%				
TEXTILES	11/2019		VARIED	\$6,000	\$3,900	77%	23%				
WAREHOUSE	11/2019	10/2019	CREDIT	\$2,700	\$600	100%					

TOP 

### Trade Payment - Additional Trade Details

Payment Experiences (Trade Lines with an (*) after the date are newly reported)							Account Status Days Beyond Terms				
Business Category	Date Reported	Last Sale	Payment Terms	Recent High Credit	Balance	Cur	1-30	31-60	61-90	91+	Comments
AIR TRANS	05/2019	02/2019	OTHER	\$152,400	\$13,800	64%	36%				
AUTO RENTL	10/2019		NET 30		\$0						
COMMUNICTN	02/2017		VARIED	\$100	\$100	100%					
ELEC SUPLR	12/2018		NET 30	\$38,900	\$7,500	100%					
FACTOR	11/2017	11/2014	VARIED		\$0						
FINCL SVCS	11/2017		REVOLVE		\$0						
FRGHT FWRD	03/2019		OTHER	\$3,800	\$2,400	89%			11%		
LEASING	10/2019		NET 10		\$0						
PREC INSTR	07/2017	04/2016	CIA		\$0						
PRNTG&PUBL	03/2019	01/2019	NET 15		\$0						

TOP 

### Uniform Commercial Code (UCC) Filings

UCC Filing Summary						
Date Range	Year	Cautionary UCCs **	Total Filed	Released / Termination	Continuous	Amended / Assigned
JUL - PRESENT	2019					
JAN - JUN	2019					
JUL - DEC	2018					
JAN - JUN	2018					
JUL - DEC	2017					
PRIOR TO JUL	2017	1	1		1	
<b>Total</b>		<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>

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

UCC Details	
<b>UCC CONTINUED Date:</b> 06/29/2018 <b>Filing Number:</b> 201800005403649 <b>Original Filing Date:</b> 12/17/2013 <b>Original Filing Number:</b> 2013000110 <b>Original Filing State:</b> IN	<b>UCC FILED Date:</b> 12/17/2013 <b>Filing Number:</b> 201300011009118 <b>Jurisdiction:</b> SEC OF STATE IN <b>Secured Party:</b> WELLS FARGO BANK, NATIONAL ASSOCIATION, NC CHARLOTTE 28262

### Additional Business Facts

#### Corporate Registration

THE FOLLOWING INFORMATION WAS PROVIDED BY THE STATE OF INDIANA. THE DATA IS CURRENT AS OF 11/26/2019.

State of Origin: IN  
 Date of Incorporation: 03/14/2002  
 Current Status: Active  
 Business Type: Unknown  
 Charter Number: 2002031500  
 Agent: JAMES HUEBNER  
 Agent Address: 1204 E SIXTH STREET HUNTINGBURG, IN

### Corporate Linkage

Business Name	Location	BIN
<b>Ultimate Parent of the inquired upon business and the top entity within the corporate family:</b>		
<u>OFS BRANDS HOLDINGS INC</u>	1204 E 6TH ST - HUNTINGBURG,IN	442536185
<b>Immediate Parent of the inquired upon business:</b>		
<u>OFS BRANDS HOLDINGS INC</u>	1204 E 6TH ST - HUNTINGBURG,IN	442536185
<b>Branches of the inquired upon business:</b>		
OFS BRANDS INC	110 W 10TH ST - HUNTINGBURG,IN	886637157
OFS BRANDS INC	1204 E 6TH ST - HUNTINGBURG,IN	890095094

### Inquiries

#### Summary of Inquiries

Business Category	NOV19	OCT19	SEP19	AUG19	JUL19	JUN19	MAY19	APR19	MAR19
GENERAL						1			
<b>Totals</b>						1			

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1 of 1 report

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OFS Brands Inc. - Master Rep List

	First Name	Last Name	Title	City	St
<b>Central</b>	<b>Doug</b>	<b>Shapiro</b>	<b>Regional Vice President</b>	<b>Edwardsville</b>	<b>IL</b>
	Dick	Messerschmidt	Dick Messerschmidt Inc.	Overland Park	KS
	Cameron	Messerschmidt	Dick Messerschmidt Inc.	Olathe	KS
	Kim	Buske	Dick Messerschmidt Inc.	Marion	IA
	Phillis	Hall	Dick Messerschmidt Inc.	O'Fallon	MO
	Jody	Kirkpatrick	Dick Messerschmidt Inc.	Canton	MI
	Beverly	Rehkop	Dick Messerschmidt Inc.	Prairie Village	KS
	Tiffany	Arens	Dick Messerschmidt Inc.	Kearney	NE
	Tiffany	Rushing	Dick Messerschmidt Inc.	Saint Louis	MO
	Mike, Ron and Ralph	Cowan	Cowan Industries KS MO NE OK IA	Overland Park	KS
	Mike	Denney	MDI Sales and Distribution	Houston	TX
	Margot	Mann	MDI - Sales / A & D	Houston	TX
	Lindsey	Craig	MDI - Sales / A & D	Houston	TX
	Allyson	Maxey	MDI - A & D / Distribution Sales	Austin	TX
	Lauren	Snowden	MDI - A & D / Distribution Sales	San Antonio	TX
	Natasha	Nava	MDI - Designer	Houston	TX
	Lori	LaFrance	MDI- Showroom Manager	Houston	TX
	Linna	Yoon	MDI - Design Leader	Houston	TX
	Alina	Perez	MDI - Designer	Houston	TX
	Allison	Okon	Elle Sorority, LLC TEXAS	Garland	TX
	Jeff	Riley	Source Four	Denver	CO
	Lindsay	Thornburg	Source Four	Denver	CO
	Lisa	Hale	Source Four	Salt Lake City	UT
	Molly	Waggoner	Source Four Design	Denver	CO
	Ryan	Gray	Source Four (Operations)	Denver	CO
	Haley	Koci	Source Four Design	Denver	CO
	Alan	Duff	Duff Associates COLORADO	Denver	CO
<b>West</b>	<b>Scott</b>	<b>Davis</b>	<b>Regional Vice President</b>	<b>Los Angeles</b>	<b>CA</b>
	Mike	McFarlane	VPI	Seattle	WA
	Dana	Wood	VPI	Portland	OR
	Jess	McFarlane	VPI	Seattle	WA
	Marvin	Messall	VPI	Seattle	WA
	Trina	Adams	VPI	Seattle	WA
	Erin	Walton	VPI	Portland	OR
	Annie	Graebner	VPI	Seattle	WA
	Stacey	Myers	Maven	San Francisco	CA
	Janel	Levadoux	Maven	San Francisco	CA
	Esther	Hahn	Maven	San Francisco	CA
	Carlos	Rodriguez	Maven	San Francisco	CA

	Sarah	Reyes	Maven	San Francisco	CA
	Tiffany	Sams	TTS Hospitality N CAI San Fran, Sac	Tiburon	CA
	Lindsey	Shepherd	Full Circle, Inc.	Tempe	AZ
	Steffanie	Murphy	Full Circle, Inc.	Tempe	AZ
	Liz	Tobin	Full Circle, Inc	Tempe	AZ
	Andy	Neugarten	Andy Neugarten Arizona, N Mexico an	Scottsdale	AZ
<b>NE</b>	<b>Matt</b>	<b>McCormick</b>	<b>Regional Sales Director</b>	<b>Chicago</b>	<b>IL</b>
	Tom	Caterino	Contract Sources, Ltd.	Boston	MA
	Janine	Bernabei	Contract Sources, Ltd.	Boston	MA
	Tony	Deleo	Contract Sources, Ltd.	Boston	MA
	Betsy	Daubney	Contract Sources, Ltd.	Boston	MA
	Jillian	Biolini	Contract Sources, Ltd. Design	Boston	MA
	Fallyn	Dorbrusin	Contract Sources, Ltd.	Boston	MA
	Caitlin	Pryor	Contract Sources, Ltd. Design	Boston	MA
	Kristin	Chianca	Contract Sources, Ltd.	Boston	MA
	Ashley	Williams	Contract Sources, Ltd.	Boston	MA
	Kelsey	O'Connor	Contract Sources, Ltd.	Boston	MA
	Karen	Whitty	KW Hospitality Furnishings LLC CT ME	S Easton	MA
	John	Boyle	Boyle Group, The	Saratoga Springs	NY.
	Lisa	Boyle	Boyle Group, The	Ballston Spa	NY.
	Fiona	Boyle	Boyle Group, The	Saratoga Springs	NY.
	Jill	Jones	Boyle Group, The	Ballston Spa	NY.
	Sarah	Bauer	Boyle Group, The	Buffalo	NY
	Manny	Tehrani	Best Marketing NY	Weehawken	NJ
	Adam	Davis	Davis Corporate Solutions	Saline	MI
	Natalie	Davis	Davis Corporate Solutions	Saline	MI
	Mike	Leach	Davis Corporate Solutions	Grand Rapids	MI
	Cheryl	Davis	The Davis Group	Columbus	OH
	Meredith	Hulse	The Davis Group	Columbus	OH
	Dirk	Turner	The Davis Group	Bellbrook	OH
	Ruth	Brown	The Davis Group - Design	Columbus	OH
	Brittany	Sullivan	The Davis Group	Columbus	OH
	Chad	Davis	The Davis Group	Columbus	OH
	Matt	Murray	The Murray Group	Jasper	IN
	Tim	Byce	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Alicia	Condie	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Emily	Mocilan	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Todd	Irwin	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Dena	Knox	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Jason	Federok	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Susan	Cardone	KMA & Associates Inc. (PA)	Pittsburgh	PA

SE	Joe	Pace	Regional Sales Director - S	Cumming	GA
	Andy	Anderson	Tag Rep Group	Birmingham	AL
	Jacquelyn	Moor	Tag Rep Group	Birmingham	AL
	Johnny	Arnold	Arnold Hospitality GA and AL	Dunwoody	GA
	Marlene	Dennis	D&G Sales Associates	Tampa	FL
	Jack	Fetner	Jack Fetner Associates, Inc.	High Point	NC
	Arden	Gurney	Jack Fetner Associates, Inc.	High Point	NC
	John	Skipper	Jack Fetner Associates, Inc.	Charlotte	NC
	Jeff	Ranson	Jack Fetner Associates, Inc.	High Point	NC
	Bethany	Luthy	Jack Fetner Associates, Inc.	High Point	NC
	Teresa	Teachey	Teresa Teachey Assoc North and Sout	Southport	NC
	Michael	Boykin	Dark Grey LTD	Natchez	MS
	Kelly	Joyner	Dark Grey LTD	Madison	MS
	Jesse	Atkinson	The Wise Choice Louisiana and Missis	New Orleans	LA
	Greg	Luna	Luna - Facility Design Marketing Group	Collierville	TN
	Katie	Escovedo	Luna - Facility Design Marketing Group	Collierville	TN

Territory	First Name	Last Name	Title	City	St
<b>D - Regional VP</b>	<b>Scott</b>	<b>Davis</b>	<b>Regional Vice President</b>	<b>Los Angeles</b>	<b>CA</b>
D - SoCal House	Erica	Salinas	Resource Market Manager S. California	Los Angeles	CA
D - SoCal House	Jeff	Plost	District Sales Manager - S California	Los Angeles	CA
D - SoCal House	Hillarie	Martorell	District Sales Manager - San Diego	Los Angeles	CA
D - SoCal House Healthcare	Doug	Dorsey	Healthcare Specialist S California	Mission Viejo	CA
D - SoCal House	Amy	Casal	District Sales Manager S California	Los Angeles	CA
D - SoCal House	Kevin	Breton	District Sales Manager	Los Angeles	CA
D - SoCal House	Brandon	Phillips	Seating Specialist	Huntington Beach	CA
D - SoCal House	Megan	Plante	A & D Market Manager	Los Angeles	CA
D - SoCal House	Lanna	Narducci	Product Application Specialist Southern C	Los Angeles	CA
<b>D - Central</b>	<b>Doug</b>	<b>Shapiro</b>	<b>IIDA Regional V P - Central US</b>	<b>Edwardsville</b>	<b>IL</b>
<b>D - Central</b>	<b>Robin</b>	<b>Rucker</b>	<b>Regional Sales Director</b>	<b>Dallas</b>	<b>TX</b>
D - Dallas / Rucker	Vicky	Klasing	District Sales Manager	Dallas	TX
D - Dallas / Rucker	Kaitlin	Snow	Design Sales Manager	Dallas	TX
D - Dallas / Rucker	Kathy	McBrayer	Resource Market Manager	Dallas	TX
D - Dallas / Rucker	Kat	Bley	Project Manager	Dallas	TX
D - Dallas / Rucker Healthcare	Geri	Hieronymus	District Sales Manager / Healthcare Specia	Dallas	TX
D - Oseland	Greg	Oseland	District Sales Manager - Illinois (excl Chica	Teutopolis	IL
D - MN ND SD	Ben	Wagner	District Sales Manager MN   ND   SD	Minneapolis	MN
<b>D - Northeast</b>	<b>Matt</b>	<b>McCormick</b>	<b>Regional VP - Northeast</b>	<b>Chicago</b>	<b>IL</b>
D - New Jersey	Loretta	Shamsey	District Sales Mgr - NJ	Berkeley Heights	NJ

D - Chicago House	Stacey	Harloe	District Sales Manager - Chicago	Chicago	IL
D - Chicago House	Dennie	Long	Area Sales Mgr - Chicago	Chicago	IL
D - Chicago House	Greg	Fordon	District Sales Manager Chicago	Chicago	IL
D - Chicago House Healthcare	Char	Rheault	Healthcare Specialist - Chicago	Chicago	IL
D - Chicago House	Amanda	Tribo	Resource Market Manager - Chicago	Chicago	IL
D - Chicago House	Mark	Hernandez	Sr. Project Manager - Chicago	Chicago	IL
D - NY House	Lisa	Sayre	District Sales Manager - NY Metro Area	New York	NY
D - NY House	Chris	Mandle	District Sales Manager - NYC	New York	NY
D - NY House	Vanessa	Perry	Product Application Specialist	New York	NY
D - NY House	Robin	Dyson	Resource Market Manager - NYC	New York	NY
D - NY House	Kevin	Ritchie	District Sales Manager - NYC	New York	NY
D - NY House	Courtney	Harrison	Product Application Specialist	New York	NY
D - WI House	Laura	Bush	District Sales Manager - Wisconsin	Pleasant Prairie	WI
D - Philly House	Mary	Pedley	District Sales Manager Eastern Pennsylvania, S	Haddonfield	NJ
D - Philly House	Susan	Marck	District Sales Manager - Southeastern PA	Pocono Lake Preserve	PA
D-Philly House	Cristina	Lopez	Seating Specialist Philly	Philadelphia	PA
<b>D - Philly House Healthcare</b>	Heather	Shoop	EDAC / Healthcare Specialist / Eastern PA, SouLimerick		PA
<b>D - Southeast</b>	<b>Joe</b>	<b>Pace</b>	<b>Regional VP - Southeast</b>	<b>Atlanta</b>	<b>GA</b>
D - GA House	Scott	Hall	District Sales Manager (no territory)	Atlanta	GA
D - GA House	John	Shannon	District Sales Manager GA	Atlanta	GA
D - GA House	Penny	Heritage	District Sales Manager SE GA & Jacksonvill	Savannah	GA
D - GA House Healthcare	Lisa	Hoffmann	Healthcare Specialist - GA	Altanta	GA
D - GA House	Wesley	Edmonds	District Sales Manager - GA	Atlanta	GA
D - GA House	Leigh	Quattrochi	Resource Market Manager - GA Showroo	mAtlanta	GA
D - GA House	Amy	Prest	Product Application Specialist	Atlanta	GA
D - GA House	Maxwell	Smerka	Seating Specialist	Atlanta	GA
D -FL House	Christina	Bracco	District Sales Manager - Orlando	Leesburg	FL
D -FL House	Raquel	Ayres	District Sales Manager - Tampa	Tampa	FL
D -FL House	Maria	VanDeman	District Sales Manager - S. Florida	Miami	FL
D -FL House	Meagan	Johnson	District Sales Manager - S. Florida	West Palm Beach	FL
D- FL House Healthcare	Michelle	Lockard	Healthcare Specialist - Florida	Riverview	FL
D- E TN House	Ali	Oxley	District Sales Manager Nashville E TN	Gallatin	TN
<b>D - Nash TN Healthcare</b>	<b>Allison</b>	<b>Ruff</b>	<b>Associate IIDA, EDAC / National Accounts D</b>	<b>Franklin</b>	<b>TN</b>
D - DC House	Yonna	Boyce	District Sales Mgr DC	Washington	DC
D - DC House	Sonya	Aquino	District Sales Mgr DC	Washington	DC
D - DC House	Natalie	Thomas	National Accounts Director - Healthcare	Leesburg	VA
D - DC House	Priscilla	Whyte	Project Specification Analyst / DC & NY FL	Pinellas Park	FL
D - DC House	Michelle	Menseck	Product Application Specialist	Washington	DC
D - DC House	Clare	Von Herbulis	Product Application Specialist	Washington	DC
D- DC House	Mary	Hussain	Resource Market Manager DC	Washington	DC
D- DC House	Kari	Wekluk	A&D Market Manager	Washington	DC

D- DC House	Craig	Davis	District Sales Manager	Washington	DC
D- DC House	Cydnee	Alvarez	DC Healthcare Specialist	Washington	DC
D - SLED	Anna	McClelland	National Accounts Director - Public	Lake Wylie	SC
<b>D - Healthcare</b>	<b>Edward</b>	<b>Pisarski</b>	<b>National Accts Director Healthcare</b>	<b>Burnsville</b>	<b>MN</b>
D -	Elizabeth	Vaught	Modular Casework Designer	Brentwood	TN
<b>D Global Accounts</b>	<b>Jim</b>	<b>Aiello</b>	<b>Vice President Global Acc</b>	<b>Charlotte</b>	<b>NC</b>
D	Sherry	Mason Brown	Sr. Program Strategist	Salisbury	NC
D	Chris	Gray		Washington	DC
D	John	Buening	Director of National Accts	Huntingburg	IN
D - GSA - West	Melissa	Steel	Director of Federal Accts	Los Angeles	CA
D	Martha	Schwindt	Gov Contracts Mgr	Huntingburg	IN
D	David	Hutton	Director of International Sales	Spring	TX
D	Morgan	Cason	Workplace Innovation Strategist	Huntingburg	IN

OFS Brands Master Rep Listing by Regional Hierarchy

SVP Sales + Marketing  
Ryan Menke

VP Global Accts <i>Jim Aiello</i>		RVP - West <i>Scott Davis</i>	RVP - Central <i>Doug Shapiro</i>	RVP - Great Lakes <i>Matt McCormick</i>	RVP - Southeast <i>Joe Pace</i>	RVP - Northeast <i>Adam Bedell</i>
<b>Dir Corp Accts</b> <i>John Buening</i>	<b>Director of Program Sales</b> <i>Anna McClelland</i>	<b>So Cal</b> <i>So Cal Direct Team</i>	<b>MO, IA, NE, KS</b> <i>DMI</i>	<b>Western PA</b> <i>KMA</i>	<b>Florida</b> <i>Florida Direct Team</i>	<b>New England</b> <i>Contract Sources</i>
<b>Nat Accts Dir - FED</b> <i>Melissa S [Team Lead]</i>	<b>Nat Accts Dir - GPO</b> <i>Edward Pisarski</i>	<b>No Cal</b> <i>Maven</i>	<b>North TX</b> <i>Dallas Direct Team</i>	<b>Ohio</b> <i>Davis Group</i>	<b>Carolinas</b> <i>Fetner Assoc</i>	<b>Greater NYC</b> <i>NYC Direct Team</i>
<b>Dir International Sales</b> <i>David Hutton</i>	<b>Nat Accts Dir - Heathtrust</b> <i>Allison Ruff</i>	<b>WA, OR, ID</b> <i>VPI</i>	<b>South TX</b> <i>MDI</i>	<b>IN/KY</b> <i>Murray Group</i>	<b>Georgia</b> <i>Georgia Direct Team</i>	<b>Upstate NY</b> <i>Boyle Group</i>
<b>Sr Program Strategist</b> <i>Sherry Mason Brown</i>		<b>AZ, NV</b> <i>Full Circle</i>	<b>CO, UT, NM</b> <i>Source Four</i>	<b>WI</b> <i>Laura Bush [Direct]</i>	<b>Alabama</b> <i>TAG</i>	<b>Philly</b> <i>Philly Direct Team</i>
<b>Workplace Innovation Strategist</b> <i>Morgan Cason</i>				<b>MN/Dakotas</b> <i>Ben Wagner [Direct]</i>	<b>TN</b> <i>Ali Oxley [Direct]</i>	
				<b>Chicago</b> <i>Chicago Direct Team</i>	<b>AR/OK</b> <i>Luna Assoc</i>	
				<b>So IL</b> <i>Greg Oseland [Direct]</i>	<b>LA/MS</b> <i>MBI</i>	
				<b>DC/VA</b> <i>DC Direct Team</i>		

**MISSION STATEMENT:**

OFS is committed to providing the best possible work environment for all employees. Safety is a vital part of our business and everyday lifestyle, and our MISSION is to promote Safety in everything that we do as we strive for continuous improvement and total elimination of workplace injuries.

OFS complies with all Occupational Health, Safety, and Environmental Regulations. Our goal is to develop and utilize the most practical technologies, operations, procedures, controls, and policies to provide a safe environment for our employees and our community.

Total employee participation is the key to achieving a World Class Safety Health and Wellness Environment. To accomplish this, OFS will provide the support, training, and tools needed to achieve this goal.

**SAFETY GOALS:**

- ◆ Establish an employee Injury Illness Prevention Plan (IIPP) to eliminate hazards, reduce risks, and maintain an accident-free environment.
- ◆ Assist in physical improvements and ergonomic design of production processes
- ◆ Provide Safety Education and Training to Support a World-Class Safety Program

OFS strives to work in partnership with OSHA to provide a safe work environment for our associates. To accomplish these essential Written Programs have been developed and reviewed by OSHA Representatives during VPP (Voluntary Protection Program) site inspections at Plant #5 in Indiana who was awarded the VPP STAR Status in 2007 and OSHA consultations and audits at SHARP Locations 4,6,9 and 23.

OFS HOLDINGS and its Styline Affiliates employed 1850 employees in 2018 with 3,850,305 hours and closed with a Corporate OSHA Rating of 3.24%, with 62 OSHA Recordable Accidents collectively.

2018 Transportation Long Distance Fleet drove just over 17.3 million miles and is expected to meet or exceed that milestone by the end of 2019.



**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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

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**TO WHOM IT MAY CONCERN:**

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

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**DEFINITIONS**

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

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

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

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

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

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

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

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**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$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 \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ 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 Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

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

Does offeror agree? YES 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 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 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)**

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 \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ 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 \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**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 \_\_\_\_\_ 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 \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ 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 \_\_\_\_\_ 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: OFS Brands Inc.

Address, City, State, and Zip Code: 1204 East Sixth Street, Huntingburg IN 47542

Phone Number: 800-521-5381 Fax Number: we have no fax #

Printed Name and Title of Authorized Representative: Michelle Menke, VP of Finance

Email Address: mmenke@ofs.com

Signature of Authorized Representative: Michelle Menke Date: 12/6/19

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: OFS Brands Inc.

Street: 1204 East Sixth Street

City, State, Zip Code: Huntingburg, IN 47542

**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 Rory Laurent, an authorized representative of OFS Brands 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
<u>Robert H. Menke Jr.</u>	<u>435 W. 3rd St., Huntingburg IN 47542</u>	<u>100%</u>

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

7/31/2019  
Date

[Signature] MANAGER, STATE CONTRACTS  
Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: OFS Brands Inc.

Street: 1204 East Sixth Street

City, State, Zip Code: Huntingburg, IN 47542

State of Indiana

County of Dubois

I, Rory Laurent of the City of Huntington Beach  
Name City

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

I am the Manager, State Contracts of the firm of OFS Brands Inc.  
Title 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*

OFS Brands Inc.  
Company Name

[Signature] Manager, State Contracts  
Authorized Signature & Title

Subscribed and sworn before me

this 24 day of July, 2019  
Sonya J. Rice Sonya J. Rice  
Notary Public of Orange County, CA  
My commission expires 4, 2023



See copy of CA# 10001

SEAL

**CALIFORNIA JURAT**

**GOVERNMENT CODE § 8202**

*Notary Public - California*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

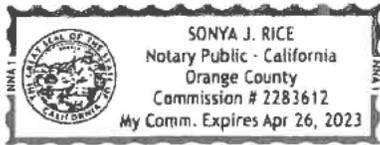
Subscribed and sworn to (or affirmed) before me on this 24 day of July, 2019, by  
*Date Month Year*

(1) Roxy Laurent

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Sonya J. Rice*  
*Signature of Notary Public*



Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Omnia Partners Requirement

Document Date: Doc # 12 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

*Notary Public - California*

DOC #3

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

**Company Name:** OFS Brands Inc.  
**Street:** 1204 East Sixth Street  
**City, State, Zip Code:** Huntingburg, IN 47542

**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:

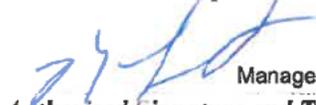
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
- ✓ 2. A photo copy of their Certificate of Employee Information Report  
  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**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.*

7/31/2019  
**Date**

  
**Manager, State Contracts**  
**Authorized Signature and Title**

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).

A handwritten signature in blue ink, consisting of stylized initials and a surname, positioned above a horizontal line.

Signature of Procurement Agent

Certification 53114

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2017** to **15-JUL-2020**

**OFS BRANDS, INC.**  
**1204 EAST 6TH STREET**  
**HUNTINGBORG IN 47542**



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

**FORD M. SCUDDER**  
State Treasurer

DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Public Agency Instructions**

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

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

DOC #4, continued

### **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions**

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

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

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

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

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

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

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

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

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

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



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: Robert H. Menke Jr.

Name:

Home Address:

435 West 3rd Street  
Huntingburg, IN 47542

Home Address:

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Subscribed and sworn before me this 24 day of

July, 2019

(Notary Public)

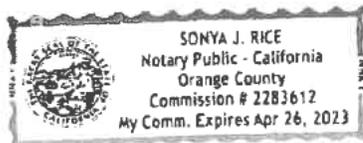
*Sonya J. Rice*, Sonya J. Rice

My Commission expires: 4-26-23

*ROY LAURENT*  
(Affiant)

MANAGER, STATE CONTRACTS  
(Print name & title of affiant)

(Corporate Seal)



SEE CAMP SUMMIT

**CALIFORNIA JURAT**

**GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on  
this 24 day of July, 2019, by  
Date Month Year

(1) Booby Laurent

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me



Place Notary Seal and/or Stamp Above

Signature Sonya J. Rice  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Joint Partnership Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Quote Number: RFP # 269-2019-105

Bidder/Offeror: OFS Brands Inc.

**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.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	_____
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): Rory Laurent

Signature: 

Title: Manager, State Contracts

Date: 7/31/2019



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** OFS BRANDS INC.  
**Trade Name:** OFS BRANDS INC  
**Address:** 1204 E SIXTH STREET  
HUNTINGBURG, IN 47542-9375  
**Certificate Number:** 1001011  
**Effective Date:** July 09, 2003  
**Date of Issuance:** August 07, 2018

**For Office Use Only:**  
**20180807171024388**



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1264390936400
File/Vendor Number:	083894
Approval Date:	13-JUN-2017
Scheduled Expiration Date:	13-JUN-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**BUILT FOR DREAMS, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 16-JUN-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1751329452400  
File/Vendor Number: 000716  
Approval Date: 23-MAY-2016  
Scheduled Expiration Date: 23-MAY-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### **ABLES-LAND, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 27-MAY-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbll/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1270846524500
File/Vendor Number:	065069
Approval Date:	22-JAN-2016
Scheduled Expiration Date:	22-JAN-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**NAVAJO OFFICE PRODUCTS LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-JAN-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbll/cmbllhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1721577305600
File/Vendor Number:	024045
Approval Date:	03-APR-2019
Scheduled Expiration Date:	03-APR-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**NELSON INTERIORS, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 05-APR-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	<b>1742774683300</b>
File/Vendor Number:	<b>065146</b>
Approval Date:	<b>20-OCT-2016</b>
Scheduled Expiration Date:	<b>20-OCT-2020</b>

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**OFFICESOURCE, LTD.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 21-OCT-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1752617657700
File/Vendor Number:	064329
Approval Date:	12-JUL-2018
Scheduled Expiration Date:	12-JUL-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**SHELTON-KELLER GROUP, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 13-JUL-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



## South Central Texas Regional Certification Agency

“Increasing economic prosperity by creating opportunities and eliminating barriers”

[www.sctrca.org](http://www.sctrca.org)

September 18, 2019

Mike Luna  
The Caprock Group, LLC DBA Texas Wilson Office Furniture & Services  
6812 Fairgrounds Pkwy  
San Antonio, TX 78238

Dear Mike Luna:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

**\*HABE MBE SBE**

Certification Number: **219097399**  
Certification Expiration: **September 30, 2021**

Providing the following products or services:  
NAICS 337211: FURNITURE, OFFICE-TYPE, PADDED, UPHOLSTERED, OR PLAIN WOOD, MANUFACTURING  
NAICS 425110: BUSINESS TO BUSINESS ELECTRONIC MARKETS  
NAICS 442110: FURNITURE STORES (E.G., HOUSEHOLD, OFFICE, OUTDOOR)  
NAICS 811420: FURNITURE REPAIR SHOPS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is **September 30, 2021.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Charles Johnson,  
Executive Director



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1020549921200
File/Vendor Number:	011242
Approval Date:	30-AUG-2016
Scheduled Expiration Date:	30-AUG-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**BKM TOTAL OFFICE OF TEXAS, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 02-SEP-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	16115451623
File/Vendor Number:	54785
Approval Date:	28-OCT-2016
Scheduled Expiration Date:	28-OCT-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**WORKPLACE RESOURCE, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 28-FEB-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Bobby Pounds, Interim Director  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

# WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

## BKM Total Office Of Texas, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by  
Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Certification Granted: July 31, 2002

Expiration Date: July 31, 2020

WBENC National Certification Number: 242056



Authorized by Debbie Hurst, President  
Women's Business Council - Southwest



WOMEN'S  
BUSINESS  
COUNCIL  
—  
SOUTHWEST

NAICS: 423210, 238390, 337211, 337212, 337214, 493110, 811420  
UNSPSC: 56101700, 72153606, 72153613





WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

BKM Total Office Of Texas, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Table with 3 rows: NAICS: 423210, 337212, 811420; UNSPSC: 56101700, 72153606, 72153613; Certification Number: WOSB191323; Expiration Date: July 31, 2020



WOMEN'S BUSINESS COUNCIL SOUTHWEST

Debbie Hurst

Debbie Hurst, Women's Business Council - Southwest President

Pamela Prince-Eason

Pamela Prince-Eason, WBENC President & CEO

Laura Taylor

Laura Taylor, WBENC Vice President

Dealer Name	Dealer City	Dealer State
COMPETITIVE EDGE OFC SYSTEMS INC	JUNEAU	AK
ALABAMA CONTRACT SALES INC	AUBURN	AL
Business Interiors	Huntsville	AL
Business Interiors	BIRMINGHAM	AL
Facilities Resource Group	Spanish Fort	AL
INNERSPACE ARCHITECTURAL INTERIOR	BIRMINGHAM	AL
INNERSPACE ARCHITECTURAL INTERIOR	Huntsville	AL
INNERSPACE ARCHITECTURAL INTERIOR	Mobile	AL
Inspired Business Furniture	Mobile	AL
Kyle Office Supply	Tuscaloosa	AL
Kyser Office	Montgomery	AL
OFFICE ENVIRONMENTS INC	BIRMINGHAM	AL
OFFICE ENVIRONMENTS INC	Huntsville	AL
Spur Plantation	Montgomery	AL
Colemans Office & School Products	Conway	AR
EVO BUSINESS ENVIRONMENTS	LITTLE ROCK	AR
INNERPLAN OFFICE INTERIORS	NORTH LITTLE ROCK	AR
INNOVATIVE BUSINESS FURNITURE INC	SPRINGDALE	AR
LA HARPES OFFICE FURNITURE INC	LITTLE ROCK	AR
CORPORATE INTERIOR SYSTEMS INC	PHOENIX	AZ
CORPORATE INTERIOR SYSTEMS INC	TUCSON	AZ
FACILITEQ-PHOENIX	TEMPE	AZ
FORWARD TILT	SCOTTSDALE	AZ
GOODMANS - TUCSON	TUCSON	AZ
GOODMANS INC	PHOENIX	AZ
GOODMANS INC-ALBUQUERQUE	PHOENIX	AZ
GOODMANS INTERIOR STRUCTURES	PHOENIX	AZ
TUCSON BUSINESS INTERIORS INC	TUCSON	AZ
WORKSPACES	PHOENIX	AZ
AEGIS	Laguna Niguel	CA
BKM	SAN DIEGO	CA
CHAMBERS DESIGN COMPANY	FRESNO	CA
CONTRACT OFFICE GROUP	SAN JOSE	CA

COORDINATED RESOURCES-SAN FRANCISCO		SAN FRANCISCO	CA
CORE BUSINESS INTERIORS		FRESNO	CA
CREST OFFICE FURNITURE CO INC		BURBANK	CA
CSI FULLMER		PASADENA	CA
DELTA OFC SYSTEMS&FURNISHINGS INC		STOCKTON	CA
DURST CONTRACT INTERIORS		STOCKTON	CA
FACILITY DESIGNS		FRESNO	CA
FACILITY SERVICES		NEWPORT BEACH	CA
G/M BUSINESS INTERIORS-RIVERSIDE	(DIR Registered 2015-2016)	RIVERSIDE	CA
G/M BUSINESS INTERIORS-SAN DIEGO		SAN DIEGO	CA
KBM / HOGUE		SAN FRANCISCO	CA
INTERIOR MOTIONS		EMERYVILLE	CA
INNOVATIVE COMMERCIAL ENVIRONMENTS	(SDB/SWBE CERTIFIED)(DIR Registered 2015-2016)	SAN DIEGO	CA
INSIDE SOURCE		San Carlos	CA
JULES SELTZER & ASSOCIATES		LOS ANGELES	CA
M3 LLC		SOUTH PASADENA	CA
MG WEST/BUSINESS INTERIORS GROUP-CA		SAN FRANCISCO	CA
MICHAELS OFFICE FURNISHINGS/NORTHERN INT		REDDING	CA
MILES TREASTER & ASSOCIATES		WEST SACRAMENTO	CA
MODULAR SYSTEMS SPECIALISTS INC		VENTURA	CA
OFFICE DESIGN GROUP INC		IRVINE	CA
OFFICE & ERGONOMIC SOLUTIONS		RANCHO CUCAMONGA	CA
OFFICE SOLUTIONS BUSINESS INTERIORS	(woman owned, minority business)	YORBA LINDA	CA
PACIFIC OFFICE INTERIORS	*5304 DERRY AVE STE U	CA	CA
PALACE BUSINESS SOLUTIONS		SANTA CRUZ	CA
PARRON HALL	(DIR Registered 2015-2016)	SAN DIEGO	CA
PIVOT INTERIORS INC-IRVINE		IRVINE	CA
PIVOT INTERIORS INC-LA MIRADA		LA MIRADA	CA
PIVOT INTERIORS INC-LOS ANGELES		LOS ANGELES	CA

PIVOT INTERIORS INC-PLEASANTON		PLEASANTON	CA
PIVOT INTERIORS INC-SAN FRANCISCO		SAN FRANCISCO	CA
PIVOT INTERIORS INC-SANTA CLARA	(DIR Registered 2015-2016)	SANTA CLARA	CA
PIVOT INTERIORS INC-SAN JOSE		SAN JOSE	CA
SAMCLAR		CONCORD	CA
SHERIDAN GROUP	all brands except Carolina; DIR Registered 2015-2016	LOS ANGELES	CA
SMART OFFICE INTERIORS INC	(DIR Registered 2015-2016)	SANTA BARBARA	CA
SOURCE CREATIVE OFFICE INTERIORS		LOS ANGELES	CA
TANGRAM INTERIORS-FRESNO		SANTA FE SPRINGS	CA
TANGRAM INTERIORS-SANTA FE SPRINGS		SANTA FE SPRINGS	CA
TRI-COUNTY OFC FURN INC-SANTA BARBARA		SANTA BARBARA	CA
TRI-COUNTY OFC FURN INC		Ventura	CA
TROPE GROUP INC		SANTA ROSA	CA
UNISOURCE SOLUTIONS INC-HAYWARD		PICO RIVERA	CA
UNISOURCE SOLUTIONS INC-PICO RIVERA		PICO RIVERA	CA
UNISOURCE SOLUTIONS		SAN DIEGO	CA
WESTERN CONTRACT FURNISHERS		RANCHO CORDOVA	CA
WESTERN OFFICE INTERIORS INC - LOS ANGELES		LOS ANGELES	CA
WESTERN OFFICE INTERIORS INC-SEATTLE		LOS ANGELES	CA
DESIGN RESOURCE GROUP		DENVER	CO
ELEMENTS	Woman Owned Business (Traci Lounsbury)	DENVER	CO
INTELLIGENT COMMERCIAL ENVIRONMENTS		GREENWOOD VILLAGE	CO
INTERIOR ENVIRONMENTS		DENVER	CO
PEAR COMMERCIAL INTERIORS INC		DENVER	CO
WORKPLACE RESOURCE - COLORADO SPRINGS		COLORADO SPRINGS	CO
WORKPLACE RESOURCE-DENVER		DENVER	CO
DECLERCQ OFFICE GROUP-ROWAYTON		ROWAYTON	CT
JOHN WATTS ASSOCIATES		EAST HARTFORD	CT

OFFICE FURNITURE INC	NEWINGTON	CT
STAMFORD OFFICE FURNITURE	STAMFORD	CT
AMERICAN OFFICE / WASHINGTON DC - 04	WASHINGTON	DC
FAHRENHEIT LLC	WASHINGTON	DC
BRENNANS OFFICE INTERIORS INC	NEW CASTLE	DE
ACCENT OFFICE INTERIORS INC	TALLAHASSEE	FL
BEAUX-ARTS GROUP	ORLANDO	FL
CORPORATE DESIGN CHOICE INC	DORAL	FL
FLORIDA BUSINESS INTERIORS INC	TAMPA	FL
GULF COAST OFFICE PRODUCTS INC	PENSACOLA	FL
	FORT WALTON	
INNERSPACE ARCHITECTURAL INTERIORS LLC	BEACH	FL
J C WHITE ARCHITECTURAL INT PRODUCTS	MIRAMAR	FL
OFFICE CONCEPTS & FURN DESIGN-FL	GAINESVILLE	FL
OFFICE ENVIRONMENTS & SERVICES INC	JACKSONVILLE	FL
OEC Business Interiors	GAINSVILLE	FL
OFFICE FURN WHSE-POMPANO BEACH	POMPANO BEACH	FL
Pradere Office Products	HIALEAH	FL
WORKSCAPES INC-FL	JACKSONVILLE	FL
CONTRACT FURNITURE CONSULTANTS SP ACCT	ATLANTA	GA
CORPORATE STUDIO INC	AUGUSTA	GA
CWC FURNITURE	ATLANTA	GA
CWC SOLUTIONS LLC	ATLANTA	GA
DEKALB OFFICE	ALPHARETTA	GA
	PEACHTREE	
DRG-DIVERSIFIED RESOURCE GROUP	CORNERS	GA
HERMAN MILLER FOR HEALTHCARE	NORCROSS	GA
Malone Office Environments	COLUMBUS	GA
NATIONAL OFFICE SYSTEMS INC	SAVANNAH	GA
OFFICE IMAGES INC - ROSWELL	ROSWELL	GA
TURNER BOONE	ATLANTA	GA
CORPORATE ENVIRONMENTS INTERNATIONAL	HONOLULU	HI
O P/CONTRACT FURNISHERS/HAWAII	HONOLULU	HI
O P/PIGOTT INC-DES MOINES	DES MOINES	IA
OFFICE CONCEPTS LTD-WATERLOO	WATERLOO	IA

PARAGON COMMERCIAL INTERIORS (WBENC)		DAVENPORT	IA
Saxton Inc.	women owned, small business, disadvantaged,	DES MOINES	iA
STOREY KENWORTHY		DES MOINES	IA
BUSINESS INTERIORS OF IDAHO INC		BOISE	ID
BUSINESS OFFICE SYSTEMS		CAROL STREAM	IL
CORPORATE CONCEPTS - IL		LOMBARD	IL
DESKS INC - CHICAGO		CHICAGO	IL
FORWARD SPACE		CHICAGO	IL
HENRICKSEN & COMPANY - NYC		ITASCA	IL
HENRICKSEN & COMPANY INC		ITASCA	IL
ILLINI BANK		FORSYTH	IL
ILLINI SUPPLY INC		FORSYTH	IL
INSIGHT CHICAGO		OAK BROOK	IL
INTERIOR INVESTMENTS LLC-IL		LINCOLNSHIRE	IL
INTERIORS FOR BUSINESS		BATAVIA	IL
KAYHAN INTERNATIONAL LIMITED		SCHAUMBURG	IL
LOWERY MCDONNELL COMPANY		WOOD DALE	IL
		ROLLING	
OFFICE SEKKEI AMERICA INC		MEADOWS	IL
OFFICE SPECIALISTS INC		GALESBURG	IL
RESOURCE ONE		SPRINGFIELD	IL
RIDDERS BUSINESS SUPPLY COMPANY		QUINCY	IL
THOMAS INTERIOR SYSTEMS INC		BLOOMINGDALE	IL
WIDMER INC-PEORIA		PEORIA	IL
WILEY OFC FURNITURE-SPRINGFIELD		SPRINGFIELD	IL
BEDFORD OFFICE SUPPLY INC		BEDFORD	IN
COMMERCIAL OFFICE ENVIRONMENTS INC		INDIANAPOLIS	IN
EDUCATIONAL FURNITURE	EDUCATION FOCUSED DEALER	MUNCIE	IN
Furniture Solutions		INDIANAPOLIS	IN
HDW COMMERCIAL INTERIORS		MERRILLVILLE	IN
KRAMER & LEONARD OFC PRODUCTS		CHESTERTON	IN
MISCELLANEOUS-GSA		HUNTINGBURG	IN
OFFICE INTERIORS		GRANGER	IN
OFFICEWORKS-FISHERS		FISHERS	IN
ONE ELEVEN DESIGN		FORT WAYNE	IN

RJE BUSINESS INTERIORS LLC	INDIANAPOLIS	IN
RJE BUSINESS INTERIORS LLC-OH	INDIANAPOLIS	IN
THIEMANN OFFICE PRODUCTS INC	TERRE HAUTE	IN
BA DESIGNS	TOPEKA	KS
ENCOMPAS CORPORATION	WICHITA	KS
FURNITURE SOLUTIONS	LEXINGTON	KY
INTEGRATED FACILITIES GROUP (IFG)	WICHITA	KS
JOHN A MARSHALL CO/OFFICE PAVILION	LENEXA	KS
SCOTT RICE OFFICE INTERIORS	WICHITA	KS
SPACES INC-KS	LENEXA	KS
HOWARD D HAPPY COMPANY	MAYFIELD	KY
ID&A INC-LEXINGTON	LOUISVILLE	KY
ID&A INC-LOUISVILLE	LOUISVILLE	KY
ID&A INC-NASHVILLE	LOUISVILLE	KY
AOS - ASSOCIATED OFC SYSTEMS OF LA INC	NEW ORLEANS	LA
CORPORATE INTERIORS OF BATON ROUGE	BATON ROUGE	LA
D&T WHOLESALE INC.	ALEXANDRIA	LA
FROST BARBER	BATON ROUGE	LA
GENERAL OFFICE SUPPLY/ACADIANAS OFC PRODUCTS	Lafayette	LA
PETTIT BUSINESS PRODUCTS	SHREVEPORT	LA
CREATIVE OFC PAVILION - NYC	BOSTON	MA
CREATIVE OFC PAVILION-MA	BOSTON	MA
CREATIVE OFC PAVILION-WORCESTER	WORCESTER	MA
	WEST	
LEXINGTON GROUP	SPRINGFIELD	MA
OFFICE RESOURCES-MA	BOSTON	MA
PEABODY OFFICE FURNITURE CORP-MA	BOSTON	MA
WB MASON	BROCKTON	MA
AMERICAN OFFICE / BALTIMORE - 01	BALTIMORE	MD
AMERICAN OFFICE	BALTIMORE	MD
AMERICAN OFFICE / GAITHERSBURG - 02	ROCKVILLE	MD
BIALEK ENVIRONMENTS	ROCKVILLE	MD
INTERIORS BY DESIGN	ADAMSTOWN	MD
MOI INC-MARYLAND	BALTIMORE	MD
MOI INC-VIRGINIA	BALTIMORE	MD

PRICE MODERN - BALTIMORE	BALTIMORE	MD
PRICE MODERN OF WASHINGTON	BALTIMORE	MD
CREATIVE OFC PAVILION-MAINE	PORTLAND	ME
HERMAN MILLER MEXICO S A DEV CV	CUAUHTEMOC	MEXICO, DF
AIREA	FARMINGTON HILLS	MI
DSA	GRAND RAPIDS	MI
FACILITY MATRIX GROUP	PONTIAC	MI
INTERIOR SYSTEMS CONTRACT GROUP	ROYAL OAK	MI
INTERPHASE INC-GR	GRAND RAPIDS	MI
SPACE INC-MI	MIDLAND	MI
WORKSQUARED	GRAND RAPIDS	MI
ATMOSPHERE	MINNEAPOLIS	MN
COMMERCIAL FURNITURE SERVICES INC	SAINT LOUIS PARK	MN
FLUID INTERIORS INC	MINNEAPOLIS	MN
General Office Products	MINNEAPOLIS	MN
HENRICKSEN	MINNEAPOLIS	MN
INTEREUM INC	PLYMOUTH	MN
NORTHERN BUSINESS PRODUCTS INC	DULUTH	MN
PARAMETERS LTD	MINNEAPOLIS	MN
ENCOMPAS CORPORATION	KANSAS CITY	MO
GROOMS OFFICE SYSTEMS INC	SPRINGFIELD	MO
INTERIOR INVESTMENTS-MO	SAINT LOUIS	MO
PETERSON GROUP	FENTON	MO
PROFESSIONAL OFFICE ENVIRONMENTS INC	MARYLAND HEIGHTS	MO
TRIAD BUSINESS PRODUCTS INC	ROLLA	MO
BUSINESS INTERIORS - JACKSON	RIDGELAND	MS
COMMERCIAL BUSINESS INTERIORS	HATTIESBURG	MS
OFFICE INNOVATIONS-RIDGELAND	RIDGELAND	MS
SULLIVANS OFFICE SUPPLY INC-MS	STARKVILLE	MS
WEATHERALLS INC	TUPELO	MS
360 OFFICE SOLUTIONS	BILLINGS	MT
DUNDAS OFC INTERIORS INC-HELENA	HELENA	MT

ALFRED WILLIAMS & CO-CHARLOTTE	RALEIGH	NC
ALFRED WILLIAMS & CO-COLFAX	CHARLOTTE	NC
ALFRED WILLIAMS & CO-GREENSBORO	CHARLOTTE	NC
ALFRED WILLIAMS & CO-NASHVILLE	RALEIGH	NC
ALFRED WILLIAMS & CO-RALEIGH	RALEIGH	NC
CAROLINA BUSINESS INTERIORS-CLOTTE	CHARLOTTE	NC
CAROLINA BUSINESS INTERIORS-CSTON	CHARLOTTE	NC
CAROLINA BUSINESS INTERIORS-FLORIDA	CHARLOTTE	NC
CORPORATE INTERIORS & SALES INC	FAYETTEVILLE	NC
CREATIVE BUSINESS INTERIORS	RALEIGH	NC
INTERIOR ELEMENTS	CHARLOTTE	NC
FACILITY SERVICES OF NC	GREENSBORO	NC
PBI INC	ASHEVILLE	NC
PMC COMMERCIAL INTERIORS	MORRISVILLE	NC
STORR OFFICE INTERIORS	RALEIGH	NC
Interoffice	FARGO	NC
Christianson's Business Furniture	FARGO	ND
INTEROFFICE	FARGO	NC
Norby's Work Perks	Grand Forks	ND
AOI FURNITURE SERVICES-OMAHA	OMAHA	NE
AOI FURNITURE SERVICES-LINCOLN	Lincoln	NE
ALL MAKES OFFICE EQUIPMENT CO.	OMAHA	NE
ALL MAKES OFFICE EQUIPMENT CO.	LINCOLN	NE
ALL MAKES OFFICE EQUIPMENT CO.	KEARNEY	NE
BOLD OFFICE SOLUTIONS	OMAHA	NE
EAKES OFFICE SOLUTIONS	OMAHA	NE
ENCOMPAS CORPORATION	OMAHA	NE
Office Interiors and Design	LINCOLN	NE
SHEPPARD'S BUSINESS INTERIORS	OMAHA	NE
STAPLES BUSINESS ADVANTAGE	OMAHA	NE
CREATIVE OFFICE PAVILION	MANCHESTER	NH
OFFICE INTERIORS LIMITED	DOVER	NH
ARBEE ASSOCIATES	PISCATAWAY	NJ
BELLIA OFFICE FURNITURE	WOODBURY	NJ
BFI-NEW YORK	ELIZABETH	NJ
BFI-PARSIPPANY NJ	ELIZABETH	NJ

CFI-COMMERCIAL FURNITURE INTERIORS	Women Owned	MOUNTAINSIDE	NJ
FARRELL FLYNNE		WESTFIELD	NJ
WB MASON		BELLMAWR	NJ
WB WOOD NY		BASKING RIDGE	NJ
WINDSOR WORKSPACES		PINE BROOK	NJ
CONTRACT ASSOCIATES INC	WBE (Maria Griego-Raby, President)	ALBUQUERQUE	NM
MADDEN BUSINESS INTERIORS		HENDERSON	NV
Henriksen/Butler		Las Vegas	NV
A C DESK COMPANY INC		MINEOLA	NY
ACCENT COMMERCIAL FURNITURE INC		ALBANY	NY
ARENSON OFFICE FURNISHINGS-NJ		NEW YORK	NY
ARENSON OFFICE FURNISHINGS-NY		NEW YORK	NY
ARENSON OFFICE FURNISHINGS-STAMFORD		NEW YORK	NY
BELL YORKTOWN INC		BEDFORD HILLS	NY
BENHAR OFFICE INTERIORS LLC		NEW YORK	NY
BUFFALO OFFICE INTERIORS INC		BUFFALO	NY
CF RUTHERFORD & ASSOC INC		NEW YORK	NY
CREATIVE OFFICE PAVILION		NEW YORK	NY
DRB BUSINESS INTERIORS		SARATOGA	
EVENSONBEST LLC-DC		SPRINGS	NY
EVENSONBEST LLC-NY		NEW YORK	NY
GRASSROOTS CONTRACT INTERIORS		NEW YORK	NY
HURBSON WORKPLACE FSHGS-SYRACUSE		BUFFALO	NY
HURBSON WORKPLACE FURNISHINGS		SYRACUSE	NY
JUST THE RIGHT STUFF		SYRACUSE	NY
LANE OFFICE FURNITURE INC		SYRACUSE	NY
LJ DUFFY INC		NEW YORK	NY
MEADOWS OFFICE FURNITURE CO-NJ		NEW YORK	NY
MEADOWS OFFICE FURNITURE CO-NY		NEW YORK	NY
MEADOWS OFFICE FURNITURE CO-ROCHESTER		NEW YORK	NY
MILLINGTON LOCKWOOD BUSINESS INTERIORS		FAIRPORT	NY
OFFICE FURNITURE HEAVEN		BUFFALO	NY
		NEW YORK	NY

OFFICE FURNITURE HEAVEN		NEW YORK	NY
OFFICES LIMITED INC		NEW YORK	NY
PRENTICE OFFICE ENVIRONMENTS		BUFFALO	NY
SEDGWICK BUSINESS INT LLC-SYRACUSE		SYRACUSE	NY
SEDGWICK BUSINESS INTERIORS LLC		ROCHESTER	NY
STANDARD COMMERCIAL INTERIORS		ALBANY	NY
STATE UNIVERSITY OF NY AT BINGHAMTON		BINGHAMTON	NY
THE TELCAR GROUP		HOLBROOK	NY
WEEKS LERMAN GROUP LLC		MASPETH	NY
AMERICAN INTERIORS INC		TOLEDO	OH
APG OFFICE FURNISHINGS INC-CINCINNATI		CINCINNATI	OH
APG OFFICE FURNISHINGS INC-CLEVELAND		CINCINNATI	OH
APG OFFICE FURNISHINGS INC-MEMPHIS		CINCINNATI	OH
APG OFFICE FURNISHINGS-AKRON		CINCINNATI	OH
BORDEN OFFICE EQUIPMENT		STEUBENVILLE	OH
BRODWILL		CINCINNATI	OH
CONTINENTAL OFFICE ENVIRONMENTS-OH		COLUMBUS	OH
ENRICHING SPACES	WBE Certified, Ohio Edge, SBE Cincinnati	CINCINNATI	OH
KING BUSINESS INTERIORS INC		COLUMBUS	OH
LOTH		COLUMBUS	OH
MEDICAL RESOURCES		LEWIS CENTER	OH
S ROSE INC		CLEVELAND	OH
SUPPLY POST		CINCINNATI	OH
WILLIAMS INTERIOR DESIGNS, INC.	WMBE, Edge,	COLUMBUS	OH
BUSINESS INTERIORS BY STAPLES		OKLAHOMA CITY	OK
JOHN A MARSHALL-OKLAHOMA CITY		TULSA	OK
JOHN A MARSHALL-TULSA		TULSA	OK
SCOTT RICE		OKLAHOMA CITY	OK
SCOTT RICE		BROKEN ARROW	OK
SPACES INC-OK		EDMOND	OK
Workspace Resource Inc.	(highmark and carolina brands only)	Tulsa	OK
ENVIRONMENTS NW		PORTLAND	OR
INTERIOR OFFICE SOLUTIONS AKA IOS		PORTLAND	OR

INTERIOR OFFICE CONCEPTS		MEDFORD	OR
OFFICE FURNITURE CONCEPTS - OR		CORVALLIS	OR
OFFICE WORLD INC		EUGENE	OR
ONESOURCE OFFICE INTERIORS		PORTLAND	OR
PACIFIC OFFICE FURNISHINGS		PORTLAND	OR
WORKPLACE RESOURCE OF OR-PORTLAND		PORTLAND	OR
A J GRACK BUSINESS INTERIORS		ERIE	PA
ADVANCED OFFICE ENVIRONMENTS INC		MALVERN	PA
ANDERSON INTERIORS		VERONA	PA
BMC OFFICE FURNITURE		SCRANTON	PA
COFCO		PHILADELPHIA	PA
COMMONWEALTH OF PENNSYLVANIA		HARRISBURG	PA
CONTINENTAL OFFICE ENVIRON-HOMESTEAD		HOMESTEAD	PA
CORPORATE FACILITIES INC-PHILADELPHIA	woman owned (Amanda Chevalier)	PHILADELPHIA	PA
EASLEY & RIVERS INC		MONROEVILLE	PA
O P SPECTRUM-HERMAN MILLER		KING OF PRUSSIA	PA
ONE POINT DBA CORP ENV		BETHLEHEM	PA
POMERANCE		PHILADELPHIA	PA
SUPPLY SOURCE INC-HARRISBURG		WILLIAMSPORT	PA
SUPPLY SOURCE INC-W PA	Minority owned	WILLIAMSPORT	PA
TRANSAMERICAN OFFICE FURN CO		PHILADELPHIA	PA
WORKSCAPE INC	woman owned	PITTSBURGH	PA
WORKSPACE		PHILADELPHIA	PA
WB MASON		PHILADELPHIA	PA
CREATIVE OFC PAVILION-RHODE ISLAND		PROVIDENCE	RI
SHEEHANS OFFICE INTERIORS		PORTSMOUTH	RI
ALFRED WILLIAMS & CO-COLUMBIA		COLUMBIA	SC
ALFRED WILLIAMS & CO-GREENVILLE		GREENVILLE	SC
ALFRED WILLIAMS & CO-CHARLESTON		MT PLEASANT	SC
CAROLINA BUSINESS INTERIORS-GREENVILLE		GREENVILLE	SC
MILLERS OF COLUMBIA		COLUMBIA	SC
BROWN & SAENGER BUSINESS INTERIORS		SIOUX FALLS	SD
Canfield Business Interiors		SIOUX FALLS	SD
Interstate Office Products		SIOUX FALLS	SD
ALFRED WILLIAMS		NASHVILLE	TN

APG OFFICE FURNISHINGS		MEMPHIS	TN
A-Z Office Resource Inc. AKA AZOR INC.		Columbia	TN
CONTRACT BUSINESS INTERIORS - KNOXVILLE		KNOXVILLE	TN
Facility Planners / SJH Holdings		NASHVILLE	TN
GENESIS INTERIORS		Sevierville	TN
HST INTERIOR ELEMENTS			TN
IDS - INTERIOR DESIGN SERVICE		BRENTWOOD	TN
OFFICE FURNITURE OUTFITTERS LLC		KNOXVILLE	TN
OFFICESCAPES INC-TN		BARTLETT	TN
SPACES GROUP LLC	certified WBE, SBE, WOB	GERMANTOWN	TN
SYNERGY		NASHVILLE	TN
ABLES-LAND INC		TYLER	TX
AGILE INTERIORS		HOUSTON	TX
Austin Business Furniture	TX HUB/WO	Austin	TX
BKM TOTAL OFFICE OF TEXAS LLC- TX HUB/WO		DALLAS	TX
BROUSSARD GROUP		SAN ANTONIO	TX
BUILT FOR DREAMS INC	(HUB, Woman owned)	LUBBOCK	TX
BI EXPRESS	Woman-Owned Business Enterprise (WBE) certified	IRVING	TX
BUSINESS INTERIORS	WBE,	IRVING	TX
BUSINESS INTERIORS OF TEXAS		CORPUS CHRISTIE	TX
BUSINESS PRODUCTS & SERVICES INC		EL PASO	TX
COASTAL OFFICE SOLUTIONS		VICTORIA	TX
Contract Resource Group	woman owned	Houston	TX
DEBNER & COMPANY		HOUSTON	TX
FACILITIES CONNECTION	TX HUB/HI/F	EL PASO	TX
FACILITY INTERIORS INC		AUSTIN	TX
FURNITURE FOR BUSINESS a division of The Wells Group		AUSTIN	TX
FURNITURE MARKETING GROUP-AUSTIN		AUSTIN	TX
FURNITURE MARKETING GROUP-HOUSTON		HOUSTON	TX
FURNITURE MARKETING GROUP-PLANO		PLANO	TX
G.L. SEAMAN & COMPANY	TX HUB/WO	CARROLLTON	TX

G.L. SEAMAN & COMPANY-	TX HUB/WO	FORT WORTH	TX
GATEWAY OFFICE SUPPLY		EDINBURG	TX
INTELLIGENT INTERIORS INC-HUB/HI/F		ADDISON	TX
JIMENEZ CONTRACT SERVICES (Office Max)		HOUSTON	TX
J TYLER	woman owned	HOUSTON	TX
KAY DAVIS ASSOCIATES LLC -	TX HUB/BL/F	HOUSTON	TX
LEDWELL OFFICE SOLUTIONS		TEXARKANA	TX
MCCOY - ROCKFORD		HOUSTON	TX
MILLER OFFICE INTERIORS		IRVING	TX
NAVAJO OFFICE PRODUCTS LLC-	TX HUB/HI/M	AMARILLO	TX
NELSON INTERIORS LLC- TX HUB/WO		SAN ANTONIO	TX
OFFICE PAVILION-HOUSTON		HOUSTON	TX
OFFICESOURCE LTD- TX HUB/WO		AUSTIN	TX
OFFICESOURCE LTD		SAN ANTONIO	TX
OFFICEWISE FURNITURE & SUPPLY		AMARILLO	TX
ROCKFORD BUSINESS INTERIORS		AUSTIN	TX
RIO GRANDE CONTRACT FURNISHINGS/BPSI		EL PASO	TX
SHELTON-KELLER GROUP	HUB, WBENC (woman owned)	AUSTIN	TX
TEXAS WILSON OFFICE FURNITURE- TX HUB/HI/M		SAN ANTONIO	TX
THE SPENCER COMPANY		DALLAS	TX
The Wells Group dba Furniture for Business		HOUSTON	TX
THE LUCK COMPANY		HOUSTON	TX
TOTAL OFFICE SOLUTION- TX HUB/WO - not affiliated with Odessa business		Waco	TX
VALLEY DESIGNS INC- TX HUB/WO		HARLINGEN	TX
WORKPLACE RESOURCE GROUP (WRG)		CARROLLTON	TX
WORKPLACE RESOURCE LLC-AUSTIN	woman owned	AUSTIN	TX
WORKPLACE RESOURCE LLC-SAN ANTONIO- TX HUB/WO	woman owned	SAN ANTONIO	TX
WRG LLC		CARROLLTON	TX
Libra-Tech -	WBE/HUB / library specialists	Argyle	TX
CCG HOWELL INC	WBE (Carmelle Jensen)	SALT LAKE CITY	UT
HENRIKSEN/BUTLER DESIGN GROUP LLC		SALT LAKE CITY	UT
HENRIKSEN/BUTLER NEVADA LLC		SALT LAKE CITY	UT

ACI - ATLANTIC CORPORATE INTERIORS (SWaM)	RICHMOND	VA
AMERICAN OFFICE	Glen Allen	VA
AMERICAN OFFICE	Chantilly	VA
AMERICAN OFFICE	VIRGINIA BEACH	VA
AMERICAN OFFICE	CHARLOTTESVILLE	VA
BARROWS INC	ROANOKE	VA
CREATIVE OFFICE ENVIRONMENTS (SWaM - S CERT)	ASHLAND	VA
CREATIVE OFFICE ENVIRONMENTS (SWaM - S CERT)	CHESAPEAKE	VA
CREATIVE OFFICE ENVIRONMENTS (SWaM - S CERT)	CHARLOTTESVILLE	VA
DK WORKSPACE RICHMOND (SWaM, WOSB)	RICHMOND	VA
HARRIS OFFICE FURNITURE CO INC	ROANOKE	VA
IMAGE BUSINESS INTERIORS (SWaM, WOSB)	VIRGINIA BEACH	VA
INTERIORS BY GUERNSEY	Chantilly	VA
MEGA OFFICE FURNITURE/ TSR Inc	ASHLAND	VA
MOI	RICHMOND	VA
MOI	VIRGINIA BEACH	VA
MODERN ENVIRONMENTS	VIRGINIA BEACH	VA
NEW DAY OFFICE (SWaM - S Cert)	SUFFOLK	VA
TSRC Inc. (office furn sold through Mega)(SWaM,WOSB)	richmond	va
MEGA OFFICE FURNITURE/ TSR Inc	VIRGINIA BEACH	va
WASHINGTON GROUP SOLUTIONS	FALLS CHURCH	VA
CATALYST - SEATTLE	SEATTLE	WA
CATALYST-TACOMA	TACOMA	WA
BUSINESS INT NW (BINW) OF AK	TACOMA	WA
CHANDLER BUSINESS INTERIORS INC	EAST WENATCHEE	WA
COMMERCIAL OFFICE INTERIORS-WA	SEATTLE	WA
CONTRACT DESIGN ASSOC INC-SPOKANE	SPOKANE	WA
KEENEY'S ( state certified woman-owned business (WBE) and a zero-waste facility)	REDMOND	WA

MBI-SEATTLE		SEATTLE	WA
NOVA CONTRACT INTERIORS		SPOKANE	WA
RE-JUICED STUDIO (state certified WMBE)		EDMONDS	WA
WORKPOINTE		SEATTLE	WA
BROTHERS BUSINESS INTERIORS AKA COAKLEY			
BROTHERS	women owned small business	MILWAUKEE	WI
BUILDING SERVICE INC		WAUKESHA	WI
CREATIVE BUSINESS INTERIORS-W ALLIS		MILWAUKEE	WI
Emmons Business Interiors	Various Locations	Germantown	WI
HENRICKSEN		Brookfield	WI
HENRICKSEN		Madison	WI
INTERIOR INVESTMENTS OF MADISON LLC		MADISON	WI
INTERIOR INVESTMENTS-MILWAUKEE		MILWAUKEE	WI
M&M OFFICE INTERIORS		PEWAUKEE	WI
NORDON BUSINESS ENVIRONMENTS		APPLETON	WI
PARAGON BUSINESS FURNITURE GRP		MIDDLETON	WI
SAMUELS GROUP ENVIRONMENTS		WAUSAU	WI
SYSTEMS FURNITURE INC		DE PERE	WI
CONTEMPORARY GALLERIES-CHARLESTON		CHARLESTON	WV

**OFS Brands Inc. Authorized Dealer List 07.11.19**

CUSTOMER_NAME	CITY	STATE
CAPITAL OFFICE SYSTEMS-AK	ANCHORAGE	AK
THINK OFFICE LLC	ANCHORAGE	AK
AI CORPORATE INTERIORS LLC	BIRMINGHAM	AL
ALABAMA CONTRACT SALES INC	AUBURN	AL
ATHENS CITY BOARD OF EDUCATION	Athens	AL
BIRMINGHAM WHOLESALE FURNITURE CO	Birmingham	AL
BURGESS & COMPANY INC	BIRMINGHAM	AL
BUSINESS INTERIORS - BIRMINGHAM	BIRMINGHAM	AL
CITY OF BIRMINGHAM	Birmingham	AL
DYNETICS	HUNTSVILLE	AL
EBSCO BUSINESS CENTER	BIRMINGHAM	AL
ENCOMPASS HEALTH CORPORATION	BIRMINGHAM	AL
FACILITIES RESOURCE GROUP INC	SPANISH FORT	AL
HILLS COMMERCIAL INTERIORS	Maylene	AL
HUDSON OFFICE SUPPLY INC	DOTHAN	AL
INNERSPACE ARCHITECTURAL INTERIORS	BIRMINGHAM	AL
INTERIOR CONSULTANTS INC	Birmingham	AL
KYLE OFFICE SUPPLY CO INC	TUSCALOOSA	AL
KYSER OFFICE WORKS INC	MONTGOMERY	AL
MYRA WILHITE INTERIORS INC	FLORENCE	AL
OB GYN ASSOCIATES OF MONTGOMERY	Montgomery	AL
OFFICE ENVIRONMENTS INC	BIRMINGHAM	AL
OFFICE EQUIPMENT CO OF MOBILE INC	MOBILE	AL
OSCO INC	DECATUR	AL
PRINTERS & STATIONERS INC	FLORENCE	AL
SAMFORD UNIVERSITY	Birmingham	AL
TERRA MIMIKAKIS DESIGN	Birmingham	AL
THE ANDERSON GROUP/TAG	BIRMINGHAM	AL
TUSCALOOSA CITY SCHOOLS	Tuscaloosa	AL
TUSCALOOSA COUNTY COMMISSION	Tuscaloosa	AL
WORKSPACE INTERIORS - AL	MOBILE	AL
COLEMANS OFFICE & SCHOOL PRODUCTS	CONWAY	AR
EL DORADO PRINTING/COOKS BUSINESS SOL	CAMDEN	AR
EVO BUSINESS ENVIRONMENTS	LITTLE ROCK	AR
INNERPLAN OFFICE INTERIORS	Maumelle	AR
INNOVATIVE BUSINESS FURNITURE INC	SPRINGDALE	AR
LA HARPES OFFICE FURNITURE INC	LITTLE ROCK	AR
PETTUS OFFICE PRODUCTS	LITTLE ROCK	AR
SHARP OFFICE SUPPLY & FURNISHINGS	ASH FLAT	AR
SOUTH ARKANSAS BUSINESS SOLUTIONS INC	PINE BLUFF	AR

STEPHENS INC	Little Rock	AR
TODAYS OFFICE - LITTLE ROCK	LITTLE ROCK	AR
TODAYS OFFICE - SPRINGDALE	SPRINGDALE	AR
ARIZONA FURNISHINGS	Tolleson	AZ
ARIZONA OFFICE LIQUIDATOR & DESIGN	PHOENIX	AZ
AWE CORPORATE INTERIORS	PHOENIX	AZ
BLUE DESERT INTERIORS	SCOTTSDALE	AZ
CORE	Tucson	AZ
CORPORATE INTERIOR SYSTEMS INC	PHOENIX	AZ
CREATIVE LICENSE INTERNATIONAL LLC	TEMPE	AZ
DIMORA DESIGN LLC	PHOENIX	AZ
ELIZABETH A ROSENSTEEL DESIGN STUDIO LLC	Scottsdale	AZ
ESI ERGONOMIC SOLUTIONS	Mesa	AZ
FACILITEQ AZ LLC	Tempe	AZ
FORWARD TILT	SCOTTSDALE	AZ
FULL CIRCLE INC	TEMPE	AZ
FURNITURE RESOURCE & DESIGN LLC	Scottsdale	AZ
GOODMANS - TUCSON	TUCSON	AZ
GOODMANS INC	PHOENIX	AZ
GOODMANS INC-ALBUQUERQUE	PHOENIX	AZ
GOODMANS INTERIOR STRUCTURES	PHOENIX	AZ
HASBROOK INTERIORS	SCOTTSDALE	AZ
IDG PURCHASING LLC	Phoenix	AZ
J BELLA INTERIORS	Phoenix	AZ
J KAISER WORKSPACES	Tucson	AZ
KIM HARVEY CREAMER INTERIORS	SCOTTSDALE	AZ
LORI CARROLL & ASSOCIATES	TUCSON	AZ
NORTH FACE INVESTMENTS LLC	Chandler	AZ
POLSTON COMMERCIAL FURNISHINGS	Yuma	AZ
RC INTERIOR DESIGN GROUP INC	PHOENIX	AZ
THOMA-HOLEC DESIGN LLC	MESA	AZ
TRANSACT COMMERCIAL FURNISHINGS INC	Phoenix	AZ
TUCSON BUSINESS INTERIORS INC	TUCSON	AZ
WORKSPACES LLC-PHOENIX	PHOENIX	AZ
2010 OFFICE FURNITURE	SOUTH EL MONTE	CA
AA OFFICE EQUIPMENT & FURNITURE	HAYWARD	CA
AAA BUSINESS SUPPLIES & INTERIORS	SANTA ROSA	CA
AEGIS HC LLC	Laguna Niguel	CA
ALAN DESK COMPANY	Los Angeles	CA
ANDARY DESIGN	San Francisco	CA
ASSOCIATES PURCHASING - ORANGE CO	COSTA MESA	CA
ASSOCIATES PURCHASING CORP-LOS ANGELES	LOS ANGELES	CA

ATLANTIC GROUP LA LLC	LOS ANGELES	CA
B&C FURNITURE SOLUTIONS	SAN DIEGO	CA
BE WORKPLACE DESIGN	CONCORD	CA
BERNARDS OFFICE FURNITURE LLC	WOODLAND HILLS	CA
BETTER SOURCE	CAMPBELL	CA
BKM OFFICE ENVIRONMENTS	Camarillo	CA
BKM OFFICEWORKS	SAN DIEGO	CA
BURKETT'S OFC FURNISHINGS&SUPPLIES	SACRAMENTO	CA
CAL BENNETTS	VISALIA	CA
CALIBER OFFICE FURNITURE	REDDING	CA
CALIFORNIA OFFICE FURNITURE	West Sacramento	CA
CAMPBELL KELLER	SACRAMENTO	CA
CARTER DESIGN GROUP	ALAMO	CA
CASTLEROCK DESIGN GROUP	NEWPORT BEACH	CA
CATALYST	IRVINE	CA
CDC DESIGNS LLC	COSTA MESA	CA
CJ WELCH NORTH INC	SAN FRANCISCO	CA
CONTRACT OFFICE GROUP	SAN JOSE	CA
CONTRACT WORKSPACE	Newbury Park	CA
COORDINATED RESOURCES-SAN FRANCISCO	SAN FRANCISCO	CA
CORE BUSINESS INTERIORS	FRESNO	CA
CORNER OFFICE	SAN RAFAEL	CA
CORPORATE BUSINESS INTERIORS-CA	NEWPORT BEACH	CA
CORPORATE DESIGN GROUP INC-ROSEVILLE	ROSEVILLE	CA
CORPORATE FURNITURE SOLUTIONS	San Jose	CA
CRAWFORD & CO	POWAY	CA
CREST OFFICE FURNITURE CO INC	BURBANK	CA
CSI FULLMER	PASADENA	CA
CSR DESIGN	GLEN ELLEN	CA
CSU SAN BERNARDINO	San Bernardino	CA
CULTURA	San Diego	CA
CULVER-NEWLIN / MCMAHAN BUS INTERIORS	CORONA	CA
D&R OFFICE WORKS INC	EL MONTE	CA
DALE ASSOCIATES	Sebastopol	CA
DARDEN ARCHITECTS INC	FRESNO	CA
DECORATIVE FINISHES	DANVILLE	CA
DEL GAVIO GROUP	WOODSIDE	CA
DESERT BUSINESS INTERIORS / GSA	Palm Desert	CA
DESERT BUSINESS INTERIORS LLC	Palm Desert	CA
DESIGN TEC INC	Newport Beach	CA
DESIGNCORP	SAN DIEGO	CA
DESIGNTECH INC	SACRAMENTO	CA

ECO OFFICE	Milpitas	CA
ESPLANADE OFFICE	CHICO	CA
FACILITY DESIGNS	FRESNO	CA
FACILITY SERVICES	NEWPORT BEACH	CA
FMI OFFICE SPACE DEVELOPMENT LLC	Commerce	CA
FURNITURE BY DESIGN LLC	SACRAMENTO	CA
G/M BUSINESS INTERIORS-RIVERSIDE	RIVERSIDE	CA
G/M BUSINESS INTERIORS-SAN DIEGO	RIVERSIDE	CA
GAZOR GROUP INC	SAN FRANCISCO	CA
GMANFREDO DESIGN	FRESNO	CA
INNOVATIVE COMMERCIAL ENVIRONMENTS	SAN DIEGO	CA
INSIDE SOURCE/YOUNG-SAN CARLOS	SAN CARLOS	CA
INSIDE SOURCE/YOUNG-SAN FRANCISCO	SAN FRANCISCO	CA
INTERIOR MOTIONS	EMERYVILLE	CA
INTERIOR OFFICE SOLUTIONS - IRVINE	IRVINE	CA
INTERIOR OFFICE SOLUTIONS - PORTLAND	IRVINE	CA
INTERIOR OFFICE SOLUTIONS - SEATTLE	Irvine	CA
INTERIORS INCORPORATED	Santa Rosa	CA
JULES SELTZER & ASSOCIATES	LOS ANGELES	CA
JUST ERGONOMICS	MOUNTAIN VIEW	CA
KBM-HOGUE	SAN JOSE	CA
KIRKSEY & CO	Irvine	CA
LJ2 INTERIORS	ROSEVILLE	CA
LORENZ & ASSOCIATES	FRESNO	CA
M3 LLC	South Pasadena	CA
MARKETSHARE INC	MILPITAS	CA
MARSHA JURASIN & ASSOCIATES	BURLINGAME	CA
MARY ANN DOWNEY INTERIOR DESIGN INC	SACRAMENTO	CA
MAVEN	SAN FRANCISCO	CA
MAVEN/SAMPLES	San Francisco	CA
MB CONTRACT FURNITURE INC	CONCORD	CA
MG WEST/BUSINESS INTERIORS GROUP-CA	SAN FRANCISCO	CA
MICHAELS OFFICE FURNISHINGS/NORTHERN INT	REDDING	CA
MILES TREASTER & ASSOCIATES	WEST SACRAMENTO	CA
MILES/BARRY CONTRACT FURNITURE INC	PACIFICA	CA
MONTANIO DESIGN GROUP	SIMI VALLEY	CA
MYERS RESTAURANT SUPPLY	SANTA ROSA	CA
NUSPACE CORPORATE INTERIORS	Campbell	CA
OFFICE & ERGONOMIC SOLUTIONS	RANCHO CUCAMONGA	CA
OFFICE 11	Fallbrook	CA
OFFICE DESIGN GROUP INC	IRVINE	CA
OFFICE FURNITURE GROUP	IRVINE	CA

OFFICE RENOVATION	Seal Beach	CA
OFFICE SEKKEI-SAN MATEO	Mountain View	CA
OFFICE SOLUTIONS-CA	YORBA LINDA	CA
OLEARYS OFFICE PRODUCTS	BAKERSFIELD	CA
ONE WORKPLACE LLC	SANTA CLARA	CA
PACIFIC OFFICE DESIGNS	San Jose	CA
PACIFIC OFFICE INTERIORS	AGOURA HILLS	CA
PALACE ART & OFFICE SUPPLY	SANTA CRUZ	CA
PARADIGM OFFICE INTERIORS	Temecula	CA
PARISI PORTFOLIO	SAN DIEGO	CA
PARRON HALL OFFICE INTERIORS	SAN DIEGO	CA
PENINSULA BUSINESS INTERIORS	SALINAS	CA
PIVOT INTERIORS INC-COSTA MESA	COSTA MESA	CA
PIVOT INTERIORS INC-FREMONT	Fremont	CA
PIVOT INTERIORS INC-LOS ANGELES	LOS ANGELES	CA
PIVOT INTERIORS INC-SAN FRANCISCO	SAN FRANCISCO	CA
PIVOT INTERIORS INC-SAN JOSE	SANTA CLARA	CA
POD OFFICE	SAN FRANCISCO	CA
POLETTI ASSOCIATES	Woodside	CA
QUALITY OFFICE FURNISHINGS INC - CA	YORBA LINDA	CA
RDI	SAN FRANCISCO	CA
RIO HONDO COMM COLLEGE DISTRICT	Whittier	CA
SAMCLAR	CONCORD	CA
SEATS & STATIONS INC	ROSEVILLE	CA
SHERIDAN GROUP	LOS ANGELES	CA
SIDEMARK CORPORATION-SANTA CLARA	San Jose	CA
SIERRA OFFICE SYSTEMS & PRODUCTS INC	SACRAMENTO	CA
SIERRA SCHOOL EQUIPMENT COMPANY	BAKERSFIELD	CA
SL PEMBERTON INC	Napa	CA
SMART OFFICE INTERIORS INC	SANTA BARBARA	CA
SOLUTIONS BUSINESS FURNITURE INC	ROCKLIN	CA
SOURCE CREATIVE OFFICE INTERIORS	TUSTIN	CA
STINSON STATIONERS INC	BAKERSFIELD	CA
STRONG PROJECT INC	EL SEGUNDO	CA
STYLE INTERIOR DESIGN INC	Newport Beach	CA
SYSTEMS SOURCE-IRVINE	IRVINE	CA
SYSTEMS SOURCE-LOS ANGELES	IRVINE	CA
SYSTEMS SOURCE-SAN DIEGO	Irvine	CA
SYSTEMS SOURCE-SEATTLE	IRVINE	CA
TANGRAM INTERIORS-FRESNO	SANTA FE SPRINGS	CA
TANGRAM INTERIORS-SANTA FE SPRINGS	SANTA FE SPRINGS	CA
THINK OFFICE INTERIORS	SAN DIEGO	CA

TOTAL HEALTH ENVIRONMENT	ORANGE	CA
TRI-COUNTY OFC FURN INC-SANTA BARBARA	SANTA BARBARA	CA
TROPE GROUP INC	SANTA ROSA	CA
UNILAV DESIGN	LOS ANGELES	CA
UNISOURCE SOLUTIONS INC-HAYWARD	PICO RIVERA	CA
UNISOURCE SOLUTIONS INC-PICO RIVERA	PICO RIVERA	CA
VANGARD CONCEPT OFFICES	SAN JOSE	CA
WESTERN CONTRACT FURNISHERS	RANCHO CORDOVA	CA
WESTERN CONTRACT INTERIORS	SAN JOSE	CA
WESTERN OFFICE INTERIORS INC-LAS VEGAS	Los Angeles	CA
WESTERN OFFICE INTERIORS INC-LOS ANGELES	LOS ANGELES	CA
WESTERN OFFICE INTERIORS INC-SEATTLE	LOS ANGELES	CA
WESTFALL COMMERCIAL FURN INC	LOS ANGELES	CA
WESTON INTERNATIONAL	San Francisco	CA
WORKSPACE SOLUTIONS-CA	SAN FRANCISCO	CA
100 WGB HOTEL OPERATOR LLC	Boulder	CO
AUSTIN HOSPITALITY INTERIORS LLC	COLORADO SPRINGS	CO
BC INTERIORS	BOULDER	CO
CANTER	Lakewood	CO
CITRON WORKSPACES	Denver	CO
COLORADO CORRECTIONAL INDUSTRIES	Denver	CO
CONTRACT FURNISHINGS INC-DENVER	DENVER	CO
CORPORATE SOURCE - DENVER	DENVER	CO
DESIGN RESOURCE GROUP - DENVER	DENVER	CO
ELEMENTS	DENVER	CO
EON OFFICE PRODUCTS	DENVER	CO
FIRST CONTINENTAL LIBRARY	DENVER	CO
IMPRESA UNLIMITED INC	DENVER	CO
INFINITI OF HILTON HEAD	Boulder	CO
INTELLIGENT COMMERCIAL ENVIRONMENTS	GREENWOOD VILLAGE	CO
INTERIOR CONCEPTS OF DENVER LLC	DENVER	CO
INTERIOR ENVIRONMENTS-IE CONNECT	DENVER	CO
JEAN SEBBEN ASSOCIATES LLC	COLORADO SPRINGS	CO
JORDY CARTER WAREHOUSE	DENVER	CO
LIZABETH JONES INTERIOR DESIGN	BOULDER	CO
MERCHANTS OFFICE FURNITURE	DENVER	CO
MUSCOGEE CREEK NATION	Centennial	CO
N 5TH HOTEL LLC	Centennial	CO
OFFICE INTERIORS DENVER LLC	Denver	CO
OFFICE LIQUIDATORS INC/CORP ENVIRON INC	LAKWOOD	CO
OFFICE OPTIONS	LITTLETON	CO
OFFICE OUTFITTERS & PLANNERS INC	GRAND JUNCTION	CO

OFFICESCAPES INC-DENVER	DENVER	CO
OUTBACK OFFICE	EVERGREEN	CO
PEAR WORKPLACE SOLUTIONS	DENVER	CO
PROSPACE INTERIORS INC	DELTA	CO
REPEATS / PROJECT INK	LONGMONT	CO
SHELF IMAGE INC	Denver	CO
SORREL SKY ART & DESIGN	DURANGO	CO
SOURCE FOUR	DENVER	CO
SOURCE FOUR/SAMPLES	DENVER	CO
SOURCE OFFICE & TECHNOLOGY	GOLDEN	CO
SPRINGHAUS DESIGNS LLC	Timnath	CO
TEAMMATES COMMERCIAL INTERIORS INC	LAKWOOD	CO
VALIANT PRODUCTS CORPORATION	Denver	CO
WORKPLACE RESOURCE - COLORADO SPRINGS	Denver	CO
WORKPLACE RESOURCE - DENVER	DENVER	CO
WSI INTERIORS LLC	FORT COLLINS	CO
CARANGELO COMMERCIAL INTERIORS	OLD SAYBROOK	CT
CREATIVE OFFICE INTERIORS	HARTFORD	CT
DECLERCQ OFFICE GROUP-HAMDEN	HAMDEN	CT
DECLERCQ OFFICE GROUP-ROWAYTON	ROWAYTON	CT
INFINITY GROUP	BLOOMFIELD	CT
INTERIOR SOURCE	HAMDEN	CT
INTERSCAPE COMMERCIAL ENVIRONMENTS	Farmington	CT
JEFFERSON GROUP	Stamford	CT
JOHN WATTS ASSOCIATES	Hartford	CT
OFFICE FURNITURE INC	NEWINGTON	CT
RED THREAD	East Hartford	CT
RED THREAD SPACES LLC-NH	East Hartford	CT
ROBERT H LORD COMPANY	Manchester	CT
STAMFORD OFFICE FURNITURE	STAMFORD	CT
SWC OFFICE FURNITURE OUTLET	STAMFORD	CT
THE ATLANTIC GROUP CONNECTICUT LLC	NORWALK	CT
WORKSPACE CONSULTING GROUP	STAMFORD	CT
CHL BUSINESS INTERIORS INC	WASHINGTON	DC
ARCHITECTURAL MARKETING INC	Milton	DE
CORPORATE INTERIORS INC-DE	NEW CASTLE	DE
DELAWARE SCHOOL & OFFICE LLC	WILMINGTON	DE
TURNING POINT COLLECTION LLC	GREENVILLE	DE
AC DESIGN CONCEPTS LLC	Melbourne	FL
ALLIANCE CORPORATE SERVICES INC	PLANTATION	FL
AMERICAN BUSINESS INTERIORS	MELBOURNE	FL
AMES INVESTOR LLC	Miami	FL

B&B FURNITURE CONCEPTS	MELBOURNE	FL
BOS ORLANDO	LAKE MARY	FL
CHELSEA DESIGN	Wilton Manors	FL
CHI SOLUTIONS INC	FORT LAUDERDALE	FL
CID DESIGN	Naples	FL
CK OFFICE DESIGNS	Coral Springs	FL
CLIVE DANIEL HOME	Fort Myers	FL
CLUBHOUSE INTERIORS INC	PONTE VEDRA	FL
COMMERCIAL DESIGN SERVICES - ALT SPR	ALTAMONTE SPRINGS	FL
COMMERCIAL DESIGN SERVICES - JVILLE	Tampa	FL
COMMERCIAL DESIGN SERVICES - TALLAHASSEE	Tallahassee	FL
COMMERCIAL DESIGN SERVICES - TAMPA	TAMPA	FL
COMMON SENSE OFFICE FURNITURE	ORLANDO	FL
COMPASS OFFICE SOLUTIONS LLC	MIRAMAR	FL
CONTRACT FURNITURE INC	TAMPA	FL
CONTRACT LINK INC	LAKE MARY	FL
CONTRACT PURCHASING & DESIGN INC	Boca Raton	FL
CORPORATE DESIGN CHOICE INC	MIAMI	FL
CORPORATE FURNITURE OPTIONS INC	PALM CITY	FL
CORPORATE INTERIORS-CLEARWATER	SAINT PETERSBURG	FL
CREATIVE OFFICE SOLUTIONS & MORE INC	North Miami	FL
DAMICO DESIGN ASSOCIATES	NORTH MIAMI	FL
DEACON DESIGN INC	ORMOND BEACH	FL
DESIGN RESOURCE GROUP INC	Altamonte Springs	FL
DESIGNMIND LLC	JACKSONVILLE	FL
DESIGNSCHEMES	Fort Myers Beach	FL
DESIGNWORKS	Hillsboro Beach	FL
DK ST PETERSBURG LLC	Boca Raton	FL
ENVIRON INTERIOR	Fort Lauderdale	FL
FAVA DESIGN GROUP	MIAMI	FL
FINE DESIGN PARTNERS	WINTER PARK	FL
FLORIDA BUSINESS INTERIORS - TAMPA BAY	TAMPA	FL
FLORIDA HOSPITAL	Orlando	FL
FLORIDA OFFICE INTERIORS	JACKSONVILLE	FL
FREEDMAN OFFICE FURNITURE	TAMPA	FL
FURNITURE BY GEORGE INC	CLEARWATER	FL
FURNITURE SOLUTIONS INC-FL	LAKE WORTH	FL
G & F INTERIOR DESIGN INC	HOLLYWOOD	FL
GENERAL ELECTRIC COMPANY	FORT MYERS	FL
GINNYS CREATIVE DESIGNS	Winter Haven	FL
GLIDDEN SPINA INTERIORS	WEST PALM BEACH	FL
GLOBAL COMMERCIAL FURNISHINGS INC	WELLINGTON	FL

GODFREY DESIGN CONSULTANTS INC	Winter Park	FL
GRAINGLOSS LLC	Delray Beach	FL
GULF COAST OFFICE PRODUCTS INC	PENSACOLA	FL
HDB DESIGN GROUP	DAYTONA BEACH	FL
HOLMES & BRAKEL-FL	TAMPA	FL
HOSPITALITY DEPOT LLC	Panama City Beach	FL
HOSPITALITY PURVEYORS INC	MIAMI	FL
HUSTONS COMMERCIAL INTERIORS	STUART	FL
INNERSPACE ARCHITECTURAL INTERIORS LLC	FORT WALTON BEACH	FL
INTERIOR CONTRACT SERVICES	ORLANDO	FL
INTERIOR FUSION	St Petersburg	FL
INTERIORS BY STEVEN G DEVELOPER DESIGNS	POMPANO BEACH	FL
INTERNATIONAL DESIGN CONCEPTS	MIAMI	FL
J C WHITE ARCHITECTURAL INT PRODUCTS	MIRAMAR	FL
JANET OTT INC	Safety Harbor	FL
K2 DESIGN	BONITA SPRINGS	FL
KATCHI INTERIOR DESIGN	Naples	FL
KAY GREEN DESIGN INC	Winter Park	FL
KEETONS OFFICE SUPPLY COMPANY INC	BRADENTON	FL
KENNETH POLEY INTERIORS INC	ODESSA	FL
LAH DESIGNS	Jupiter	FL
M HANSON & CO INC	FORT LAUDERDALE	FL
MANHAS DESIGN	Fort Lauderdale	FL
MERYL DEUTSCH & ASSOCIATES INC	Boca Raton	FL
NC STUDIO	MIAMI	FL
NEW EDGE INTERIORS INC	Winter Haven	FL
NEW YORK YANKEES PARTNERSHIP	Tampa	FL
NEWELL DESIGN INC	CORAL GABLES	FL
NOW INTERIORS	Naples	FL
OEC BUSINESS INTERIORS - GAINESVILLE	GAINESVILLE	FL
OFFICE DIMENSIONS INC - FL	MIAMI	FL
OFFICE ELEMENTS	POMPANO BEACH	FL
OFFICE ENVIRONMENTS & SERVICES INC	JACKSONVILLE	FL
OFFICE EXPRESS SUPPLY INC	HIALEAH	FL
OFFICE FURNITURE & DESIGN CONCEPTS	Sarasota	FL
OFFICE FURNITURE CENTER INC	TAMPA	FL
OFFICE FURNITURE DEPOT	LAKELAND	FL
OFFICE FURNITURE WAREHOUSE-POMP BCH	POMPANO BEACH	FL
PERDUE OFFICE INTERIORS INC	JACKSONVILLE	FL
PRADERE OFFICE PRODUCTS	HIALEAH	FL
REIMAGINE OFFICE FURNISHINGS	TAMPA	FL
RKR & ASSOCIATES LLC	OCALA	FL

ROGERS DESIGN GROUP INC	Palm Beach Gardens	FL
ROYAL CARIBBEAN CRUISES LTD	Miami	FL
SENA HOSPITALITY DESIGN INC	ORLANDO	FL
SHAWNEE MISSION MEDICAL CENTER	Altamonte Springs	FL
SISLER JOHNSTON INTERIOR DESIGN INC	JACKSONVILLE	FL
SOURCE ONE FURNITURE-NJ	CLERMONT	FL
SPACE AS ART	Sarasota	FL
SPATIAL CONCEPTS INC	JACKSONVILLE	FL
STRAUGHN TROUT ARCHITECTS	Lakeland	FL
STUDIO 33 INTERIORS LLC	FORT LAUDERDALE	FL
STUEBER PROCUREMENT	OVIEDO	FL
SUDDATH OFFICE SOLUTIONS	JACKSONVILLE	FL
SYNERGY HOSPITALITY MOON LLC	Jupiter	FL
SYSTEMATIC FACILITY SOLUTIONS	JACKSONVILLE	FL
THE BEAUX-ARTS GROUP	TAMPA	FL
THE BREAKERS OF PALM BEACH	PALM BEACH	FL
THE CARROLL ADAMS GROUP	ORLANDO	FL
THE FURNITURE BOX	BOCA RATON	FL
TJNG PARTNERS	ORLANDO	FL
TOTAL OFFICE SOLUTIONS - FL	JACKSONVILLE	FL
TYLANDERS OFFICE SOLUTIONS	West Palm Beach	FL
UNITED DESIGN	Palmetto Bay	FL
UNLABELED DESIGN	Delray Beach	FL
WEGMAN DESIGN GROUP	Naples	FL
WESNIC	JACKSONVILLE	FL
WORKSCAPES INC-JACKSONVILLE	Miami	FL
WORKSCAPES INC-MIAMI	Miami	FL
WORKSPACE2	Palm Harbor	FL
ADVANTAGE OFFICE SOLUTIONS INC	VILLA RICA	GA
ADVENT BUSINESS INTERIORS	LEESBURG	GA
ATRIUM HOSPITALITY LP	Alpharetta	GA
BAINBRIDGE STATE COLLEGE	Bainbridge	GA
BANK OF NORTH GEORGIA / DIV OF SYNOVUS	Woodstock	GA
BANKERS SUPPLY INC	MACON	GA
BUSINESS FURNITURE SERVICES-MARIETTA	MARIETTA	GA
CARROLLTON OFFICE EQUIPMENT CO INC	CARROLLTON	GA
COMMERCIAL FURNISHINGS	Macon	GA
CONSULTANTS & BUILDERS INC	NORCROSS	GA
CORPORATE ENVIRONMENTS-GA	ATLANTA	GA
CORPORATE STUDIO INC	AUGUSTA	GA
CWC FURNITURE	ATLANTA	GA
CWC SOLUTIONS LLC	ATLANTA	GA

DEKALB OFFICE ALABAMA	ALPHARETTA	GA
DEKALB OFFICE ENVIRONMENTS	ALPHARETTA	GA
DEKALB OFFICE NASHVILLE	ALPHARETTA	GA
DESIGN MANAGEMENT ASSOCIATES INC	KENNESAW	GA
DIVERSIFIED RESOURCE GROUP	Peachtree Corners	GA
ECLIPSE BRAND BUILDERS	Suwanee	GA
EMORY HEALTHCARE	Atlanta	GA
ERG HOLDINGS INC	Atlanta	GA
FOWLERS OFFICE INTERIORS	ATHENS	GA
GA DEPT OF NATURAL RESOURCES	Atlanta	GA
GEORGIA BUSINESS FURNITURE	Woodstock	GA
GEORGIA SPECIALTY EQUIPMENT	FAYETTEVILLE	GA
IMA CORPORATE INTERIORS LLC	ATLANTA	GA
IMPACT OFFICE INTERIORS	GRIFFIN	GA
INTERIOR SPACE CONSULTANTS INC	DACULA	GA
JEANNETTA DESIGN ASSOCIATES INC	BUFORD	GA
LEE OFFICE EQUIPMENT CO INC	VALDOSTA	GA
LEVEL 5 LLC	ATLANTA	GA
MALONE OFFICE ENVIRONMENTS	COLUMBUS	GA
MASON INC	SAVANNAH	GA
MCGARITYS	GAINESVILLE	GA
MINTON JONES COMPANY	DULUTH	GA
NATIONAL OFFICE SYSTEMS INC	SAVANNAH	GA
NFL OFFICEWORKS	SMYRNA	GA
OFFICE CREATIONS	Norcross	GA
OFFICE FURNITURE RESOURCES	Norcross	GA
OFFICE IMAGES INC - ROSWELL	ROSWELL	GA
OFFICE INTERIORS INC-GA	ATLANTA	GA
PURE OFFICE ENVIRONMENTS	Peachtree Corners	GA
SANDERS FURNITURE CO	Winder	GA
SHEFFIELD OFFICE PRODUCTS	Duluth	GA
SYNOVUS FINANCIAL CORPORATION	COLUMBUS	GA
THW DESIGN	ATLANTA	GA
TURNERBOONE CONTRACT LLC	ATLANTA	GA
US HOSPITALITY GROUP	Suwanee	GA
WINCO CONSTRUCTION	Adel	GA
ALEXANDER BROTHERS	HONOLULU	HI
CAMP CONTRACT FURNISHINGS	HONOLULU	HI
CORPORATE ENVIRONMENTS INTERNATIONAL	HONOLULU	HI
FURNITURE PLUS INC	HONOLULU	HI
INTERIOR SHOWPLACE LTD	HONOLULU	HI
KOSUGA HAWAII INC	Honolulu	HI

O P/CONTRACT FURNISHERS/HAWAII	HONOLULU	HI
SENETICS OFFICE FURNISHINGS	HONOLULU	HI
SUMMA INTERNATIONAL	KAILUA	HI
THE SYSTEMCENTER INC	Honolulu	HI
ALL MAKES OFFICE EQUIPMENT	DES MOINES	IA
AVEC BUILD INC / EMILY ERBES	Ames	IA
BEIRMAN FURNITURE	Urbandale	IA
FLOOR SHOW COMPANIES	DUBUQUE	IA
HOLTKAMP FURNITURE	FORT MADISON	IA
INTERIOR DESIGN GROUP-DES MOINES	WEST DES MOINES	IA
IOWA-ILLINOIS OFFICE PRODUCTS INC	DAVENPORT	IA
KINSETH HOSPITALITY COMPANIES	Clear Lake	IA
KIRK GROSS COMPANY	WATERLOO	IA
KOCH BROTHERS	DES MOINES	IA
LIGHT EXPRESSIONS BY SHAW	Davenport	IA
MELANIE BY DESIGN	CEDAR RAPIDS	IA
MJC INTERIORS	West Des Moines	IA
NEW COLLEGE LLC	Davenport	IA
O P/PIGOTT INC-DES MOINES	DES MOINES	IA
O P/PIGOTT INC-SIOUX FALLS	Des Moines	IA
OFFICE CONCEPTS LTD-WATERLOO	WATERLOO	IA
OFFICE ELEMENTS-IA	SIOUX CITY	IA
PARAGON COMMERCIAL INTERIORS	DAVENPORT	IA
PHELANS INTERIORS	CEDAR RAPIDS	IA
SAXTON INC	CEDAR RAPIDS	IA
STOREY KENWORTHY COMPANY	DES MOINES	IA
TALLGRASS BUSINESS RESOURCES	CORALVILLE	IA
THE GRAHAM GROUP	DES MOINES	IA
THOMPSON INTERIOR DESIGN	SIOUX CITY	IA
TRIPLETT OFFICE ESSENTIALS CORP	DES MOINES	IA
UNIVERSITY OF IOWA	IOWA CITY	IA
WORKSPACE INC	DES MOINES	IA
BUSINESS INTERIORS OF IDAHO INC	BOISE	ID
OFFICE ENVIRONMENTS CO	BOISE	ID
PORTERS OFFICE CITY	REXBURG	ID
SPRAGUE SOLUTIONS	BOISE	ID
VALLEY OFFICE SYSTEMS	Idaho Falls	ID
AFFORDABLE OFC INT DBA BUS OFC SYSTEMS-IL	Roselle	IL
AFFORDABLE OFC INT DBA BUS OFC SYSTEMS-WI	Roselle	IL
AMERICAN HOTEL REGISTER COMPANY	VERNON HILLS	IL

ANDERSEN OFFICE INTERIORS	Westmont	IL
APPLIED ERGONOMICS	Skokie	IL
ARTHUR P OHARA INC	DOWNERS GROVE	IL
BRE SELECT-HGI ANCHORAGE	Chicago	IL
CAPTIVE RESOURCES LLC	Schaumburg	IL
CONFIGURATION CHICAGO INC	CHICAGO	IL
CORPORATE CONCEPTS - IL	LOMBARD	IL
COUNTY OFFICE PRODUCTS INC	CHARLESTON	IL
DEMANES INTERIORS INC	PEORIA	IL
DESIGNS FOR DIGNITY	Chicago	IL
ECONOCARE	LINCOLNWOOD	IL
EGYPTIAN BUSINESS FURNITURE	BELLEVILLE	IL
EVERYTHING DIVISION 12 INC	NORTHBROOK	IL
FOLLETT HIGHER EDUCATION GROUP	WESTCHESTER	IL
FORTUNE BRANDS HOME & SECURITY INC	WAUKEGAN	IL
FORWARD SPACE	Oak Brook	IL
FRANK COONEY COMPANY	WOOD DALE	IL
GREG OSELAND	TEUTOPOLIS	IL
GRUNLOH BUILDING INC	Effingham	IL
HENRICKSEN - WI	ITASCA	IL
HENRICKSEN & COMPANY - AUSTIN	Itasca	IL
HENRICKSEN & COMPANY - NYC	ITASCA	IL
HENRICKSEN & COMPANY INC	ITASCA	IL
HENRICKSENS - MN	ITASCA	IL
IMPACT OFFICE INTERIORS - IL	SYCAMORE	IL
INLINE DESIGNS OFFICE SOLUTIONS	CHICAGO	IL
INTEGRATED OFFICE INTERIORS INC	CHICAGO	IL
INTERIOR INVESTMENTS LLC-IL	LINCOLNSHIRE	IL
INTERIORS FOR BUSINESS INC-CHICAGO	BATAVIA	IL
INTRASPACE INC	OAK PARK	IL
KAYHAN INTERNATIONAL LIMITED	SCHAUMBURG	IL
KDI DESIGN INC	GENEVA	IL
KEY INTERIORS	LOMBARD	IL
LAN OFFICE FURNISHINGS	CHICAGO	IL
LIBRARY FURNITURE INTERNATIONAL	NORTHBROOK	IL
LINCOLN OFFICE LLC	WASHINGTON	IL
LOUER FACILITY PLANNING INC	COLLINSVILLE	IL
LQ MANAGEMENT LLC	Chicago	IL
MARQUETTE MANAGEMENT	Naperville	IL
MAYES INTERIORS	CHICAGO	IL
MID-CITY INTERIORS INC	LOVES PARK	IL
MIDWEST OFFICE	Springfield	IL

MIDWEST OFFICE INTERIORS INC	WOODRIDGE	IL
MSP ICGH LESSEE/INTER MSP	Itasca	IL
OFFICE DESIGNS MARKETPLACE LLC	Northbrook	IL
OFFICE PRODUCTS CENTER	SALEM	IL
OFFICE REVOLUTION LLC	RIVERWOODS	IL
OFFICE SEKKEI AMERICA INC	ROLLING MEADOWS	IL
OFFICE SPACE INC	OAK PARK	IL
OFFICE SPECIALISTS INC	GALESBURG	IL
PARADISE AMERICA LLC	Chicago	IL
REFURBISHED OFFICE ENVIRONMENTS	BARRINGTON	IL
REPPERTS OFFICE FURNITURE	ANNA	IL
RESOURCE ONE	SPRINGFIELD	IL
RIEKE OFFICE INTERIORS	ELGIN	IL
RIGHTSIZE FACILITY PERFORMANCE - WI	CHICAGO	IL
SEAATS LLC	Chicago	IL
STERLING BUSINESS MACHINES (SBM)	STERLING	IL
STILES OFFICE SOLUTIONS	CARBONDALE	IL
STOCKS BUSINESS FURNITURE INC	CHAMPAIGN	IL
THOMAS INTERIOR SYSTEMS INC	BLOOMINGDALE	IL
TRI STATE BUSINESS EQUIPMENT INC	HARRISBURG	IL
TZS DESIGN LLC	Chicago	IL
UPRIGHT INTERIORS FOR BUSINESS	SCHAUMBURG	IL
USA-CLEAN INC	Decatur	IL
VILLA PARK OFFICE EQUIPMENT INC	VILLA PARK	IL
WAREHOUSE DIRECT INC	DES PLAINES	IL
WIDMER INC-PEORIA	PEORIA	IL
WILEY OFC FURNITURE-SPRINGFIELD	SPRINGFIELD	IL
WRIGHT FURNITURE INC	DIETERICH	IL
AUTOMATED ROUTING	SAINT MEINRAD	IN
BEST HOME FURNISHINGS	FERDINAND	IN
BIG DAY INC / JOSTENS	Huntingburg	IN
BUSINESS ENVIRONMENTS-EVANSVILLE	EVANSVILLE	IN
BUSINESS FURNISHINGS LLC-S BEND	SOUTH BEND	IN
BUSINESS FURNITURE LLC	Indianapolis	IN
BUSINESS FURNITURE LLC-DAYTON	Indianapolis	IN
CARRICO OFFICE FURNITURE INC	HUNTINGBURG	IN
CCS PRESENTATION SYSTEMS	Columbus	IN
CFC INC/COOK INC DIVISION	BLOOMINGTON	IN
CITY OF HUNTINGBURG	HUNTINGBURG	IN
COMMERCIAL OFFICE ENVIRONMENTS INC	INDIANAPOLIS	IN
COOK GENERAL BIOTECHNOLOGY	INDIANAPOLIS	IN
COOK INC	BLOOMINGTON	IN

COOK PHARMICA LLC	BLOOMINGTON	IN
COOK POLYMER TECHNOLOGY	BLOOMINGTON	IN
COOK RESEARCH INC	WEST LAFAYETTE	IN
CORPORATE DESIGN INC	EVANSVILLE	IN
CORT FURNITURE RENTAL-CA	Indianapolis	IN
CORT FURNITURE RENTAL-LA	Indianapolis	IN
CORT FURNITURE RENTAL-MD	Indianapolis	IN
CORT FURNITURE RENTAL-VA	Indianapolis	IN
D2P LLC	INDIANAPOLIS	IN
EDUCATIONAL FURNITURE LTD	Muncie	IN
FINELINE FURNITURE	INDIANAPOLIS	IN
FO-THOMPSON GROUP/SAMPLES	HUNTINGBURG	IN
FRANK SOUDER DESIGNS	Fort Wayne	IN
FREEDOM BANK	HUNTINGBURG	IN
HAFER PSC	Evansville	IN
HDW COMMERCIAL INTERIORS	MERRILLVILLE	IN
HOFFMAN OFFICE SUPPLY	JASPER	IN
INDIANA UNIVERSITY	BLOOMINGTON	IN
INTERIOR IMAGE GROUP INC	DYER	IN
INTERIOR LANDSCAPE INC	EVANSVILLE	IN
JASPER ENGINES & TRANSMISSIONS	JASPER	IN
JC INTERIORS LLC	Fishers	IN
KELLY PROMOTIONAL PRODUCTS	Franklin	IN
KRAMER & LEONARD OFC PRODUCTS	CHESTERTON	IN
LAFAYETTE MATERIALS MANAGEMENT CO INC	LAFAYETTE	IN
LESLIE LEWIS & ASSOCIATES LLC	JEFFERSONVILLE	IN
LIFE REFINED CHIROPRACTIC LLC	Noblesville	IN
MCSHANES BUSINESS PRODUCTS	MUNSTER	IN
MISC-SUPPORT	HUNTINGBURG	IN
MITSCH DESIGN INC	CARMEL	IN
OFFICE 360	INDIANAPOLIS	IN
OFFICE INTERIORS - IN	GRANGER	IN
OFFICEWORKS-FISHERS	FISHERS	IN
ONE ELEVEN DESIGN	FORT WAYNE	IN
PEDCOR	Carmel	IN
PERRY COUNTY AUDITOR	Tell City	IN
PLANT 35 COLOR	Huntingburg	IN
PLANT 38	Huntingburg	IN
PRODUCTIVE BUSINESS INTERIORS INC	FORT WAYNE	IN
RDS & ASSOCIATES	Carmel	IN
RJE BUSINESS INTERIORS LLC	INDIANAPOLIS	IN
RJE BUSINESS INTERIORS LLC-OH	INDIANAPOLIS	IN

ROSAS OFFICE PLUS	RICHMOND	IN
RO-VIC WOOD PRODUCTS	Jeffersonville	IN
ROWLAND DESIGN INC	INDIANAPOLIS	IN
SCHATZ INSURANCE AGENCY	Huntingburg	IN
SCHMUTZLER AGENCY INC	Huntingburg	IN
SEUFERT CONSTRUCTION & SUPPLY CO INC	Ferdinand	IN
SHOWROOM INVENTORY	HUNTINGBURG	IN
SOUTHRIDGE HIGH SCHOOL	HUNTINGBURG	IN
SOUTHWEST DUBOIS CO SCHOOL CORP	Huntingburg	IN
STRAHM GROUP INC	FORT WAYNE	IN
TC Design LLC	Bloomington	IN
THE MURRAY GROUP	Jasper	IN
THIEMANN OFFICE PRODUCTS INC	TERRE HAUTE	IN
WORKSPACE SOLUTIONS - IN	FORT WAYNE	IN
Y FACTOR STUDIO	EVANSVILLE	IN
BA DESIGNS LLC	TOPEKA	KS
BENSON METHOD LLC	OLATHE	KS
CIG INC	Lenexa	KS
CONTRACT DESIGN GROUP	TOPEKA	KS
CONTRACT MERCHANDISING SPEC	LENEXA	KS
DESIGN CENTRAL INC	SALINA	KS
DESIGNED BUSINESS INTERIORS-KS	TOPEKA	KS
DMI INC	OVERLAND PARK	KS
EYE DESIGNS	OLATHE	KS
IMPACT INTERIORS	Kansas City	KS
INTEGRATED FACILITIES GROUP	WICHITA	KS
JOHN A MARSHALL CO	LENEXA	KS
JOHN A MARSHALL-OKLAHOMA CITY	Lenexa	KS
JOHN A MARSHALL-TULSA	Lenexa	KS
KANSAS CONTRACT DESIGN LC	Wichita	KS
KMG HOTELS / CANDLEWOOD SUITES	Topeka	KS
MADDEN-MCFARLAND INTERIORS	LEAWOOD	KS
SCHWERDT CONTRACT INTERIORS INC	TOPEKA	KS
SCOTT RICE OFFICE INTERIORS LLC	WICHITA	KS
SCOTT RICE OFFICE WORKS	LENEXA	KS
SPACES INC-KS	LENEXA	KS
SQUARE ONE INTERIORS KS	OVERLAND PARK	KS
STORMONT VAIL HEALTHCARE INC	TOPEKA	KS
BITTNER'S LLC	LOUISVILLE	KY
CORPORATE CONCEPTS INC - KY	Lexington	KY
CSH INTERIORS	Louisville	KY
DJN DESIGN SERVICES INC	UNION	KY

E2 DESIGN LLC	LEXINGTON	KY
HOWARD D HAPPY COMPANY	MAYFIELD	KY
HURST OFFICE SUPPLIERS	LEXINGTON	KY
ID&A INC-EVANSVILLE	LOUISVILLE	KY
ID&A INC-LEXINGTON	LOUISVILLE	KY
ID&A INC-LOUISVILLE	LOUISVILLE	KY
ID&A INC-NASHVILLE	LOUISVILLE	KY
INTERSPACE LIMITED LLC	LEXINGTON	KY
J ALLEN INC	LOUISVILLE	KY
KDA OFFICE FURNITURE	RICHMOND	KY
KERR OFFICE GROUP INC	ELIZABETHTOWN	KY
KPC ARCHITECTURAL PRODUCTS INC	Lexington	KY
LOUISVILLE METRO GOVERNMENT	Louisville	KY
MODERN OFFICE LLC	Owensboro	KY
NEW HORIZONS OFFICE INTERIORS	LOUISVILLE	KY
OFFICE FURNITURE & FORMS LLC	OWENSBORO	KY
OFFICE RESOURCES INC-KY	LOUISVILLE	KY
PETTER BUSINESS SYSTEMS	PADUCAH	KY
REES OFFICE PRODUCTS INC	WINCHESTER	KY
SCHNABEL CASHMAN INTERIORS	LEXINGTON	KY
STUDIO BLUE INTERIOR DESIGN INC	Lexington	KY
YUM BRANDS INC	LOUISVILLE	KY
ALAND COMMERCIAL INTERIORS LLC	West Monroe	LA
ALBARADOS FINE FURNISHINGS	LAFAYETTE	LA
ARNOLD & ASSOCIATES INTERIORS INC	BATON ROUGE	LA
ASSOCIATED OFC SYSTEMS OF LA INC	NEW ORLEANS	LA
CONTRACT FURNITURE GROUP LLC	SAINT ROSE	LA
D&T WHOLESALE OFFICE FURNITURE	ALEXANDRIA	LA
DKI OFFICE FURNITURE INC	HARAHAN	LA
DONNA LAFORGE INTERIORS	West Monroe	LA
FROST BARBER INC	BATON ROUGE	LA
GBP DIRECT INC	KENNER	LA
GENERAL OFFICE SUPPLY/ACADIANAS OFC PRODUCTS	Lafayette	LA
GEORGIAN FURNISHING CO LTD	NEW ORLEANS	LA
GULF SOUTH BUSINESS SYSTEMS & CONSULTANTS	BATON ROUGE	LA
IDI WORKSPACES	LAFAYETTE	LA
INNOVANCE	Baton Rouge	LA
KV WORKSPACE	MANDEVILLE	LA
LAKE CHARLES OFFICE SUPPLY	Lafayette	LA
LBF INTERIORS LLC	NEW ORLEANS	LA

LIBRARY INTERIORS INC-LA	METAIRIE	LA
LOUISIANA OFFICE SUPPLY CO	BATON ROUGE	LA
M L BATH BUSINESS SERVICES	SHREVEPORT	LA
MODERN MARKET	New Orleans	LA
SOUTHERN FURNITURE DIRECT LLC	Mandeville	LA
STUDIO 2A LLC	Saint Francisville	LA
AUDREY O'HAGAN ARCHITECTS	CAMBRIDGE	MA
BBE OFFICE INTERIORS	PITTSFIELD	MA
BEVERLY STREET ACQUISITION LLC	Boston	MA
BOSTON TRADE INTERNATIONAL INC	HUDSON	MA
CONTRACT SOURCES LTD	BOSTON	MA
CONTRACT SOURCES LTD/SAMPLES	BOSTON	MA
CREATIVE OFC PAVILION - NYC	BOSTON	MA
CREATIVE OFC PAVILION-MA	BOSTON	MA
CREATIVE OFC PAVILION-WORCESTER	WORCESTER	MA
ENVIRONMENTS AT WORK	BOSTON	MA
FENS ASSOCIATES LLC	Groveland	MA
FI OFFICE	BILLERICA	MA
FIDELITY INVESTMENTS	Boston	MA
FMC-FACILITY MANAGEMENT CONSULTANTS	CHARLESTOWN	MA
FURNITURE CONSULTANTS INC-BOSTON	BOSTON	MA
GROUP ONE PARTNERS INC	BOSTON	MA
JOYCE CONTRACT INTERIORS	Westford	MA
KEY OFFICE INTERIORS	BOSTON	MA
KG HOTEL PARTNERS	BOSTON	MA
LEGACY OFFICE SOLUTIONS INC	Hopedale	MA
LEXINGTON GROUP	WEST SPRINGFIELD	MA
NATIONAL PREMIER PARTNERS	NEWTON	MA
NEW ENGLAND DESIGN ASSOCIATES	WORCESTER	MA
OFFICE GALLERY INTERNATIONAL	NORWOOD	MA
OFFICE RESOURCES-MA	BOSTON	MA
OFFICE SOLUTIONS-MA	MANSFIELD	MA
OFFICEWORKS INC - NY	Burlington	MA
OFFICEWORKS INC-MA	BURLINGTON	MA
PEABODY OFFICE FURNITURE CORP-DC	BOSTON	MA
PEABODY OFFICE FURNITURE CORP-MA	BOSTON	MA
R-SQUARED OFFICE PANELS & FURNITURE	LOWELL	MA
STRATEGIC SPACES	BOSTON	MA
TDC 1234 OWNER LLC	Boston	MA
THE M1 PROJECT LLC	BOSTON	MA
TOTAL OFFICE INTERIORS - MA	BOSTON	MA
UNION OFFICE INTERIORS	WILMINGTON	MA

UNISPACE - NYC	WESTWOOD	MA
UNISPACE-MA	WESTWOOD	MA
WB MASON - INDIANA PA	Brockton	MA
WB MASON - MA	BROCKTON	MA
WB MASON - MASSENA	Brockton	MA
WB MASON - MD	Brockton	MA
WB MASON - OH	Brockton	MA
WB MASON - PHILADELPHIA	Brockton	MA
WORKFLOW INTERIORS INC	BOSTON	MA
WORKPLACE RESOURCE	WORCESTER	MA
AMERICAN DESIGN ASSOCIATES	TOWSON	MD
AMERICAN OFFICE / BALTIMORE - 01	BALTIMORE	MD
AMERICAN OFFICE / CHANTILLY - 03	BALTIMORE	MD
AMERICAN OFFICE / CHARLOTTESVILLE - 09	BALTIMORE	MD
AMERICAN OFFICE / GAITHERSBURG - 02	BALTIMORE	MD
AMERICAN OFFICE / NORFOLK - 08	BALTIMORE	MD
AMERICAN OFFICE / RICHMOND - 07	BALTIMORE	MD
AMERICAN OFFICE / WASHINGTON DC-04	BALTIMORE	MD
ATLANTIC CORPORATE INTERIORS-MD	BELTSVILLE	MD
ATLANTIC CORPORATE INTERIORS-VA	BELTSVILLE	MD
BIALEK ENVIRONMENTS	ROCKVILLE	MD
BUILDERS DESIGN & LEASING	GAITHERSBURG	MD
COLUMBIA COMMERCIAL INTERIORS INC	LISBON	MD
CONTEMPORARY BUSINESS INTERIORS LLC	BELCAMP	MD
CONTRACT FURNITURE OPTIONS INC	POTOMAC	MD
CONTRACT INTERIOR SERVICES INC	ANNAPOLIS	MD
DIRECT OFFICE FURNITURE INC-MD	ROCKVILLE	MD
DOURON INC (ABF)	OWINGS MILLS	MD
DOURON INC (ABF) / GSA	Owings Mills	MD
EDWARDS & HILL OFFICE FURNITURE	Windsor Mill	MD
FACILITY SERVICES	ANNAPOLIS	MD
FURNITURE SOLUTIONS GROUP	ANNAPOLIS	MD
GEORGE W ALLEN & COMPANY	BELTSVILLE	MD
HARTMAN DESIGN GROUP INC	ROCKVILLE	MD
HMS HOST	BETHESDA	MD
INNOVATIVE BUSINESS INTERIORS	SILVER SPRING	MD
INTERIOR CONNECTIONS LLC	ELDERSBURG	MD
INTERIOR FURNITURE SOLUTIONS INC	ANNAPOLIS	MD
INTERIORS BY DESIGN LLC	ADAMSTOWN	MD
LINOWES DESIGN ASSOC	ROCKVILLE	MD
MARRIOTT INTL DESIGN & CONS	BETHESDA	MD
MARYLAND OFFICE INSTALLERS	BALTIMORE	MD

MODEL HOME INTERIORS	ELKRIDGE	MD
MOI INC-MARYLAND	BALTIMORE	MD
MOI INC-VIRGINIA	BALTIMORE	MD
OFFICE IMAGES INC DIV OF DOURON - ROCKVILLE	ROCKVILLE	MD
OFFICE SUPPLIERS DBA HYPERSPACE	HAGERSTOWN	MD
PARIC	Columbia	MD
PBI INC-MD	ANNAPOLIS	MD
PRICE MODERN - BALTIMORE	BALTIMORE	MD
PRICE MODERN OF WASHINGTON	BALTIMORE	MD
SPACESAVER INTERIORS	KENSINGTON	MD
SPECIALIZED MARKETING LTD	ANNAPOLIS	MD
STEEL OFFICE INTERIORS INC	BLADENSBURG	MD
TOWER HOTEL LLC	Greenbelt	MD
US BUSINESS INTERIORS	Capitol Heights	MD
VERTEX BUSINESS INTERIORS-MD	BALTIMORE	MD
CREATIVE OFC PAVILION-MAINE	PORTLAND	ME
CREATIVE OFC PAVILION-VT	PORTLAND	ME
OFFICEWORKS OF NEW ENGLAND	YORK	ME
AIREA	Southfield	MI
BRUNSWICK BOWLING PRODUCTS LLC	MUSKEGON	MI
CAMIRA GROUP	Grand Rapids	MI
CUSTER WORKPLACE INTERIORS	GRAND RAPIDS	MI
DANA JACOB DESIGNS	FRANKLIN	MI
DAVIS CORPORATE SOLUTIONS	SALINE	MI
DAVIS CORPORATE SOLUTIONS/SAMPLES	Saline	MI
DBI BUSINESS INTERIORS LLC	LANSING	MI
FINANCIAL FURNISHINGS INC	ANCHORVILLE	MI
FOX THEATER MAINTENANCE	East Lansing	MI
GRAND RIVER OFFICE LLC	Muskegon	MI
HERMAN MILLER INC-MI	ZEELAND	MI
HOMESPUN FURNITURE INC	Riverview	MI
INNERSPACE DESIGN	ANN ARBOR	MI
INNOVATIVE CORPORATE INTERIORS INC	MADISON HEIGHTS	MI
INTERIOR ENVIRONMENTS	NOVI	MI
INTERIOR SYSTEMS CONTRACT GROUP	ROYAL OAK	MI
INTERPHASE INC-GR	GRAND RAPIDS	MI
JAMES DOUGLAS INTERIORS LLC	BIRMINGHAM	MI
KENTWOOD OFFICE FURNITURE-IL	Grand Rapids	MI
KENTWOOD OFFICE FURNITURE-IN	Grand Rapids	MI
KENTWOOD OFFICE FURNITURE-MI	GRAND RAPIDS	MI
LAKESHORE OFFICE FURNITURE	Muskegon	MI

LINDA DEAN STALLMAN ASID	Traverse City	MI
MARX MODA	Detroit	MI
METRO OFFICE ENVIRONMENTS	Warren	MI
MICHIGAN OFFICE ENVIRONMENTS	KALAMAZOO	MI
MITSUBISHI MOTORS R&D OF AMERICA INC	Ann Arbor	MI
MOD DESIGN	SOUTHFIELD	MI
NATIONAL BUSINESS SUPPLY INC	TROY	MI
NICOLETTE INTERIORS DESIGN STUDIO	NORTHVILLE	MI
OFFICE FURNITURE SOLUTIONS-MI	COMMERCE TOWNSHIP	MI
RD INTERIOR DESIGN	GRAND HAVEN	MI
RESOURCE OFFICE INTERIORS LLC	Novi	MI
SBD COMMERCIAL INTERIORS	JACKSON	MI
SERBA INTERIORS	BIRMINGHAM	MI
SPACE CARE INTERIORS INC-BERKLEY	BERKLEY	MI
SPACE INC-MI	MIDLAND	MI
WEST MICHIGAN OFFICE INTERIORS INC	HOLLAND	MI
WORKSQUARED	GRAND RAPIDS	MI
ABUNDANT OFFICE SOLUTIONS	Minneapolis	MN
ALTERNATIVE BUSINESS FURNITURE	EDEN PRAIRIE	MN
ANTON GROUP LLC	Minneapolis	MN
ATMOSPHERE COMMERCIAL INTERIORS-MN	MINNEAPOLIS	MN
ATMOSPHERE COMMERCIAL INTERIORS-PHOENIX	MINNEAPOLIS	MN
ATMOSPHERE COMMERCIAL INTERIORS-TUCSON	Minneapolis	MN
ATMOSPHERE COMMERCIAL INTERIORS-WI	MINNEAPOLIS	MN
BAKER COURT INTERIORS	SAINT PAUL	MN
CHESTER-HOFFMAN & ASSOCIATES INC	MINNEAPOLIS	MN
COMMERCIAL FURNITURE SERVICES INC	SAINT LOUIS PARK	MN
DIVERSIFIED DISTRIBUTION SYSTEMS	BROOKLYN PARK	MN
FIRELIGHT GALLERIES	Virginia	MN
FLUID INTERIORS INC	MINNEAPOLIS	MN
FURNITURE INDUSTRIES INC	NEW HOPE	MN
GENERAL OFFICE PRODUCTS	MINNEAPOLIS	MN
HENNEPIN THEATRE TRUST	Minneapolis	MN
HOM FURNITURE INC	COON RAPIDS	MN
IDEAL COMMERCIAL INTERIORS	Minneapolis	MN
IDEAPARK	Minneapolis	MN
INNOVATIVE OFFICE SOLUTIONS-MN	BURNSVILLE	MN
INTEREUM INC	PLYMOUTH	MN
ISPACE	MINNEAPOLIS	MN
MAYO FOUNDATION	ROCHESTER	MN
NORTHERN BUSINESS PRODUCTS INC	DULUTH	MN

OFFISOURCE INC	SAINT PAUL	MN
PARAMETERS LTD	MINNEAPOLIS	MN
PREVOLV	ST PAUL	MN
RON W SORENSON INTERIOR DESIGN	MARINE ON SAINT CROIX	MN
S & T OFFICE PRODUCTS	ST PAUL	MN
SCHMIDT GOODMAN OFFICE PRODUCTS	ROCHESTER	MN
THE DEMO GROUP LLC	Burnsville	MN
TR DESIGN GROUP INC	Minnetonka	MN
UNISPACE MN LLC	BURNSVILLE	MN
WENGER CORP	Owatonna	MN
CI SELECT A CORPORATE INTERIORS CO	MARYLAND HEIGHTS	MO
COLOR ART OF ST LOUIS	SAINT LOUIS	MO
CONTRACT FURNISHINGS INC-MO	KANSAS CITY	MO
DELMAR GARDENS	CHESTERFIELD	MO
EDWARD JONES	SAINT LOUIS	MO
EDWARD JONES/CANADA	SAINT LOUIS	MO
EDWARD JONES-HEADQUARTERS	MARYLAND HEIGHTS	MO
ENCOMPAS CORPORATION	KANSAS CITY	MO
FACILITEC-ST LOUIS	SAINT LOUIS	MO
FACILITY SERVICES GROUP	Hazelwood	MO
GROOMS OFFICE ENVIRONMENTS	SPRINGFIELD	MO
HIVE DESIGN COLLABORATIVE	Kansas City	MO
IMPERIUM SERVICES LLC	Valley Park	MO
INDOFF INC-ST LOUIS MO	SAINT LOUIS	MO
INDOFF INC-W PA	SAINT LOUIS	MO
INSIDE THE LINES	COLUMBIA	MO
INTERIOR INVESTMENTS-MO	SAINT LOUIS	MO
INTERIOR LANDSCAPES LLC	KANSAS CITY	MO
INTERIOR PLANNING ASSOCIATES	Saint Louis	MO
INVACARE INTERIOR DESIGN	MARYLAND HEIGHTS	MO
JAMES DECOR	SPRINGFIELD	MO
JAMIESON DESIGN	St Louis	MO
KLAP INVESTMENTS LP	Kansas City	MO
MARATHON BUILDING ENVIRONMENTS	COLUMBIA	MO
MODERN BUSINESS INTERIORS-KS	SAINT CHARLES	MO
MODERN BUSINESS INTERIORS-MO	SAINT CHARLES	MO
NEW PARADIGM INTERIORS	FENTON	MO
NEWGROUND INTERNATIONAL	CHESTERFIELD	MO
NEWSPACE	SAINT LOUIS	MO
PEDROS PLANET INC	Fenton	MO
PHOENIX TEXTILE CORPORATION	O FALLON	MO
PROFESSIONAL OFFICE ENVIRONMENTS INC	MARYLAND HEIGHTS	MO

PURE WORKPLACE SOLUTIONS	Kansas City	MO
SAMCO BUSINESS PRODUCTS	JEFFERSON CITY	MO
SHUBERT DESIGN INC	SAINT LOUIS	MO
SPELLMAN BRADY	ST. LOUIS	MO
TEAM OFFICE LLC	KANSAS CITY	MO
THE GOLDEN RULER	HANNIBAL	MO
UNIVERSITY OF MISSOURI-COLUMBIA	COLUMBIA	MO
UNIVERSITY OF MISSOURI-UNIV HEALTHCARE	COLUMBIA	MO
WORKING SPACES INC	SAINT LOUIS	MO
BAREFIELD WORKPLACE SOLUTIONS	JACKSON	MS
BRITTCO/LOFTS LLC	BATESVILLE	MS
BUSINESS INTERIORS - JACKSON	RIDGELAND	MS
CENTRAL MISSISSIPPI OFFICE SUPPLY INC	KOSCIUSKO	MS
COMMERCIAL BUSINESS INTERIORS	HATTIESBURG	MS
DARK GREY LTD	JACKSON	MS
DAWKINS OFFICE SUPPLIES & EQUIP CO INC	GREENVILLE	MS
FURNITURE SPECIALIST INC	CANTON	MS
INTERIOR ELEMENTS-AL	Ridgeland	MS
JOAN HAWKINS ART & INTERIORS	JACKSON	MS
KNU CONTRACT / LA-Z-BOY	Leland	MS
MISSCO CONTRACT SALES LLC	FLOWOOD	MS
OFFICE FURNITURE SOLUTIONS INC-MS	GULFPORT	MS
OFFICE INNOVATIONS-RIDGELAND	RIDGELAND	MS
OFFICE PRODUCTS PLUS	Ridgeland	MS
PITNER OFFICE SUPPLY	OXFORD	MS
SULLIVANS OFFICE SUPPLY INC-MS	STARKVILLE	MS
SUN COAST BUSINESS SUPPLY INC	Gulfport	MS
WEATHERALLS INC	TUPELO	MS
360 OFFICE SOLUTIONS	BILLINGS	MT
DUNDAS OFC INTERIORS INC-HELENA	HELENA	MT
HANDRANS HOME CENTER	Scobey	MT
OFFICE SOLUTIONS & SERVICES	MISSOULA	MT
WESTERN OFFICE EQUIPMENT	GREAT FALLS	MT
ALFRED WILLIAMS & CO-CHARLOTTE	RALEIGH	NC
ALFRED WILLIAMS & CO-COLFAX	RALEIGH	NC
ALFRED WILLIAMS & CO-COLUMBIA	RALEIGH	NC
ALFRED WILLIAMS & CO-GREENVILLE	RALEIGH	NC
ALFRED WILLIAMS & CO-NASHVILLE	RALEIGH	NC
ALFRED WILLIAMS & CO-RALEIGH	RALEIGH	NC
ALL AMERICAN OFFICE SOLUTIONS	RALEIGH	NC
BRAME OFFICE PRODUCTS	DURHAM	NC
BRANCH'S FURNITURE	New Bern	NC

BUSINESS FURNITURE SOLUTIONS-NC	Greensboro	NC
CAMILLE CLARK INTERIORS INC	GREENVILLE	NC
CAROLINA BUSINESS INTERIORS-CLOTTE	CHARLOTTE	NC
CAROLINA BUSINESS INTERIORS-FT LAUDERDALE	CHARLOTTE	NC
CAROLINA BUSINESS INTERIORS-JVILLE	Charlotte	NC
CAROLINA BUSINESS INTERIORS-KNOXVILLE	Charlotte	NC
CAROLINA BUSINESS INTERIORS-RALEIGH	Charlotte	NC
CAROLINA BUSINESS INTERIORS-SC	CHARLOTTE	NC
CAROLINA BUSINESS INTERIORS-WS	Charlotte	NC
CAROLINA FURNISHING & DESIGN	WEST END	NC
CAROLINA INTERIOR WORKS LLC	CHARLOTTE	NC
CAROLINA OFFICE XCHANGE	Morrisville	NC
CLINE DESIGN ASSOCIATES	RALEIGH	NC
CONTRACT BUSINESS SOLUTIONS INC	WINSTON SALEM	NC
CREATIVE BUSINESS INTERIORS - RALEIGH	RALEIGH	NC
EDGE OFFICE LLC	RALEIGH	NC
FORMS & SUPPLY INC	CHARLOTTE	NC
FURNITURE SOLUTIONS PLUS	Winston Salem	NC
FURNITURELAND SOUTH	Jamestown	NC
HEALTHCARE ENVIRONMENTS LIFESTYLE LLC	HICKORY	NC
HUGHES-RANKIN COMPANY INC	HIGH POINT	NC
INSTITUTIONAL INTERIORS INC	RALEIGH	NC
INTERIOR SYSTEMS INC	WEST END	NC
J MORGAN DESIGN ASSOCIATES	GREENVILLE	NC
JACK FETNER ASSOC/SAMPLES	HIGH POINT	NC
JACK FETNER ASSOCIATES INC	HIGH POINT	NC
KENNEDY OFFICE SUPPLY	RALEIGH	NC
LARNERS OFFICE FURNITURE	Charlotte	NC
LEARNING ENVIRONMENTS INC	LIBERTY	NC
LORUSSO DESIGN LLC	CHARLOTTE	NC
MAYA HOTELS	Charlotte	NC
MICHCO	GREENSBORO	NC
MILLER OFFICE EQUIPMENT SERVICE INC	CHARLOTTE	NC
MINC INTERIOR DESIGN	FAYETTEVILLE	NC
OFFICE ENVIRONMENTS - CHARLOTTE	CHARLOTTE	NC
OFFICE FURNITURE CONCEPTS INC	WILKESBORO	NC
ORION GROWTH	CHARLOTTE	NC
PBI INC-NC	ASHEVILLE	NC
PENCARE MEDICAL SUPPLIES LLC	WARRENSVILLE	NC
PIEDMONT OFFICE SUPPLIERS INC	GREENSBORO	NC
PMC COMMERCIAL INTERIORS	MORRISVILLE	NC

PROCUREMENT MANAGEMENT LLC	RALEIGH	NC
RIVERS EDGE DESIGN	Winston-Salem	NC
ST JOHNS LUTHERAN CHURCH	SALISBURY	NC
STEP UP INC	MATTHEWS	NC
STEPHENS OFFICE SYSTEMS INC	CHARLOTTE	NC
STORR OFC ENV OF TRIAD-GREENSBORO	RALEIGH	NC
STORR OFFICE ENVIRONMENTS INC-RALEIGH	RALEIGH	NC
TAFF OFFICE EQUIPMENT CO INC	GREENVILLE	NC
TRIANGLE OFFICE EQUIPMENT INC	CHAPEL HILL	NC
W J OFFICE CITY	BOONE	NC
WB BRAWLEY COMPANY	Wilmington	NC
WEBB ASSOCIATES INTERIORS	MOUNT AIRY	NC
CHRISTIANSON'S BUSINESS FURNITURE	FARGO	ND
FIRESIDE OFFICE SOLUTIONS	BISMARCK	ND
HANNAHERS	FARGO	ND
INTEROFFICE	FARGO	ND
NORBYS WORK PERKS	GRAND FORKS	ND
ALL MAKES OFFICE EQUIPMENT COMPANY	LINCOLN	NE
ALL MAKES OFFICE EQUIPMENT COMPANY	OMAHA	NE
AOI FURNITURE SERVICES-OMAHA	OMAHA	NE
BOLD OFFICE SOLUTIONS	OMAHA	NE
BRYAN MEDICAL CENTER	LINCOLN	NE
CHADRON STATE COLLEGE	CHADRON	NE
DAVIS CONTRACT FURNISHINGS	LINCOLN	NE
DEPARTMENT OF MOTOR VEHICLES	Lincoln	NE
DESIGNWORKS INTERIOR GROUP INC	LINCOLN	NE
EAKES OFFICE SOLUTIONS	GRAND ISLAND	NE
INTERIOR DESIGN GROUP - OMAHA	Omaha	NE
INTERIORS JOAN & ASSOCIATES INC	OMAHA	NE
LO INTERIORS LLC	Lincoln	NE
NGC GROUP INC / ALIGN DESIGN	LINCOLN	NE
OFFICE INTERIORS & DESIGN	LINCOLN	NE
PAYLESS OFFICE PRODUCTS	Omaha	NE
SHEPPARDS BUSINESS INTERIORS	OMAHA	NE
CREATIVE OFC PAVILION-NH	Manchester	NH
EXECUTIVE FURNISHINGS INC	STRATHAM	NH
JLM OFFICE INNOVATORS INC	HAMPTON FALLS	NH
OFFICE INTERIORS LIMITED	DOVER	NH
OFFICE RESOURCES-NH	MANCHESTER	NH
ADM GROUP INC	MANTUA	NJ
ALLSTATE OFFICE INTERIORS INC	HAMILTON	NJ
ARBEE ASSOCIATES-MD	PISCATAWAY	NJ

ARBEE ASSOCIATES-NJ	PISCATAWAY	NJ
BELLIA OFFICE FURNITURE	WOODBURY	NJ
BFI-NEW YORK	ELIZABETH	NJ
BFI-PARSIPPANY NJ	ELIZABETH	NJ
BLAU OFFICE FURNITURE	JERSEY CITY	NJ
CAMDEN COUNTY	Cherry Hill	NJ
CAMDEN COUNTY COLLEGE	Blackwood	NJ
CFI-COMMERCIAL FURNITURE INTERIORS-NJ	MOUNTAINSIDE	NJ
CFI-COMMERCIAL FURNITURE INTERIORS-NYC	Mountainside	NJ
CITY OF OCEAN CITY	Ocean City	NJ
CMF BUSINESS SUPPLIES & INTERIORS	SOUTH PLAINFIELD	NJ
COBALT MEDICAL SUPPLY	Wayne	NJ
COMMERCIAL INTERIORS BY SHARI LLC	Englewood	NJ
DANCKER SELLEW & DOUGLAS-NJ	SOMERVILLE	NJ
DESIGN ALTERNATIVES	TOMS RIVER	NJ
EJ SCHUSTERS OFFICE FURNITURE	Lakewood	NJ
EXTRA OFFICE INC	RAHWAY	NJ
FARRELL FLYNNE LLC	Westfield	NJ
FEIGUS OFFICE FURNITURE	WALL	NJ
FOCUS INTERIOR PRODUCTS	BERKELEY HEIGHTS	NJ
FURNITURE CONSULTANTS INC-NJ	Morristown	NJ
GENERAL OFFICE INTERIORS	WESTFIELD	NJ
GLENWOOD OFFICE FURNITURE II INC	HILLSIDE	NJ
IMAGE OFFICE ENVIRONMENTS LLC	MOUNTAINSIDE	NJ
INNOVATIVE COMMERCIAL INTERIORS	WEST TRENTON	NJ
JC OFFICE CONSULTANTS	BOUND BROOK	NJ
JOHNSON BUSINESS PRODUCTS INC	MIDLAND PARK	NJ
KAD ASSOCIATES	Woodbridge	NJ
MC OFFICE FURNITURE INC	Maplewood	NJ
MILLENNIUM OFFICE SOLUTIONS	ORANGE	NJ
NATIONAL PROJECT GROUP	CHERRY HILL	NJ
NEXT OFFICE FURNITURE	RAHWAY	NJ
OFFICE CONCEPTS GROUP	MIDLAND PARK	NJ
OFFICE FURNITURE PARTNERSHIP INC	MORRISTOWN	NJ
RUTGERS THE STATE UNIVERSITY	PISCATAWAY	NJ
STUDIO EAGLE	SPRINGFIELD	NJ
SYSTEM OFFICE PRODUCTS INC	PRINCETON	NJ
TEKNION	Mount Laurel	NJ
THE WHALEN BEREZ GROUP	Colts Neck	NJ
W S GOFF COMPANY INC	MAYS LANDING	NJ
WB WOOD - NJ	BASKING RIDGE	NJ
WB WOOD NY	BASKING RIDGE	NJ

WEISS DESIGN GROUP	LIVINGSTON	NJ
WORKSPACE TECHNOLOGY INC	PHILLIPSBURG	NJ
BECK TOTAL OFFICE INTERIORS	ALBUQUERQUE	NM
BUSINESS ENVIRONMENTS-NM	ALBUQUERQUE	NM
CONTRACT ASSOCIATES - EL PASO	Albuquerque	NM
CONTRACT ASSOCIATES INC	ALBUQUERQUE	NM
CREATIVE INTERIORS INC	SANTA FE	NM
HIDALGO MEDICAL SERVICES	Lordsburg	NM
MOSES DESIGN GROUP	Albuquerque	NM
SANTA FE INDIAN SCHOOL	Santa Fe	NM
WORKSPACE DYNAMICS INC	ALBUQUERQUE	NM
FACILITEQ-LAS VEGAS	LAS VEGAS	NV
FUSCH COMMERCIAL INTERIORS & DESIGN	LAS VEGAS	NV
HL CAMELBACK HOTEL / LAPOUR PARTNERS	Las Vegas	NV
RENO BUSINESS INTERIORS INC	RENO	NV
A C DESK COMPANY INC	MINEOLA	NY
ACCENT COMMERCIAL FURNITURE INC	ALBANY	NY
AFD CONTRACT FURNITURE INC	NEW YORK	NY
ALIANZA SERVICES LLC	NYACK	NY
AMERICAN MUSEUM OF NATURAL HISTORY	NEW YORK	NY
ARENSON OFFICE FURNISHINGS-NJ	NEW YORK	NY
ARENSON OFFICE FURNISHINGS-NY	NEW YORK	NY
ARENSON OFFICE FURNISHINGS-STAMFORD	NEW YORK	NY
BELL YORKTOWN INC	BEDFORD HILLS	NY
BELLEVUE HOSPITAL CENTER	NEW YORK	NY
BENHAR OFFICE INTERIORS LLC	NEW YORK	NY
B-I-L OFFICE FURNITURE	MIDDLE VILLAGE	NY
BROADWAY FURNITURE GROUP	NEW YORK	NY
BRONTMANS OFFICE PRODUCT	ROCHESTER	NY
BUFFALO OFFICE INTERIORS INC	BUFFALO	NY
BUSINESS ENVIRONMENTS BY RAS	EAST ROCHESTER	NY
CENTER OF DISABILITY SERVICES	Academy	NY
CHARLIES OFFICE FURNITURE INC	QUEENSBURY	NY
CITY UNIVERSITY CONSTRUCTION FUND	MANHATTAN	NY
COMPLETE OFFICE PRODUCTS	BROOKLYN	NY
CORPORATE OFFICE FURNITURE	BOHEMIA	NY
CUBICLES.COM	Long Island City	NY
DAVIES OFFICE REFURBISHING	ALBANY	NY
DORMITORY AUTHORITY	ALBANY	NY
DRB BUSINESS INTERIORS	SARATOGA SPRINGS	NY
EVENSONBEST LLC-DC	NEW YORK	NY
EVENSONBEST LLC-NJ	NEW YORK	NY

EVENSONBEST LLC-NY	NEW YORK	NY
FURNITURE CONSULTANTS INC-MIAMI	NEW YORK	NY
FURNITURE CONSULTANTS INC-NYC	NEW YORK	NY
FX FOWLE	NEW YORK	NY
FX INC	New York	NY
GENESEE OFFICE INTERIORS INC	ROCHESTER	NY
GRASSROOTS CONTRACT INTERIORS	BUFFALO	NY
HUDSON VALLEY OFC FURNITURE INC	POUGHKEEPSIE	NY
INNERSPACE OFFICE INTERIORS	Buffalo	NY
INTERIOR SOLUTIONS OF WNY LLC	BUFFALO	NY
JENNIFER SARANTAKIS INC	BROOKLYN	NY
JUST THE RIGHT STUFF	SYRACUSE	NY
LANE OFFICE FURNITURE INC	New York	NY
LJ DUFFY INC	NEW YORK	NY
LLV OFFICE CONCEPTS	SARATOGA SPRINGS	NY
MEADOWS OFFICE INTERIORS-NJ	NEW YORK	NY
MEADOWS OFFICE INTERIORS-NY	NEW YORK	NY
MERKEL DONOHUE	EAST ROCHESTER	NY
MID-CITY OFFICE FURNITURE INC	BUFFALO	NY
MILLINGTON LOCKWOOD BUSINESS INTERIORS	BUFFALO	NY
MMS EAST LLC	NEW ROCHELLE	NY
NATURAL HERITAGE TRUST	Albany	NY
NEW YORK SENATE	Albany	NY
NEW YORK SENATE	Albany	NY
NEW YORK STATE DEPT OF HEALTH	Albany	NY
NI SYSTEMS INC	Bronxville	NY
OFFICE FURNITURE DIRECT INC	FARMINGDALE	NY
OFFICE FURNITURE HEAVEN	NEW YORK	NY
OFFICE FURNITURE WAREHOUSE-NY	ISLANDIA	NY
OFFICE SEKKEI AMERICA INC	NEW YORK	NY
OFFICE WERKS OF ROCHESTER	ROCHESTER	NY
OFFICES LIMITED INC	NEW YORK	NY
OFFICEWORX	HAUPPAUGE	NY
PECKS OFFICE PLUS	Brooklyn	NY
PRENTICE OFFICE ENVIRONMENTS	BUFFALO	NY
QUALITY OFFICE ENVIRONMENTS	Geneseo	NY
RI GROUP	TAPPAN	NY
ROBERTS OFFICE INTERIORS INC	ROME	NY
SEDGWICK BUSINESS INTERIORS	SYRACUSE	NY
SEDGWICK BUSINESS INTERIORS LLC	ROCHESTER	NY
SPECTRUM DESIGN GROUP	PITTSFORD	NY
ST JOSEPHS HOSPITAL HEALTH CTR	Syracuse	NY

STANDARD COMMERCIAL INTERIORS	ALBANY	NY
STEVENS OFFICE INTERIORS	EAST SYRACUSE	NY
STUDIO OFFICE SOLUTIONS LLC	New York	NY
SYRACUSE BUSINESS CENTER	SYRACUSE	NY
SYRACUSE OFFICE ENVIRONMENTS	SYRACUSE	NY
THE ATLANTIC GROUP FPPM INC	NEW YORK	NY
THE BOYLE GROUP	BALLSTON SPA	NY
THE BOYLE GROUP-SAMPLES	BALLSTON SPA	NY
THE TELCAR GROUP	HOLBROOK	NY
TOWER FURNITURE	LAWRENCE	NY
VRD CONTRACTING	Holbrook	NY
WALDNEERS BUSINESS ENVIRON INC-LI	FARMINGDALE	NY
WALDNEERS BUSINESS ENVIRONMENTS INC-NY	FARMINGDALE	NY
WEGMANS FOOD MARKETS INC	ROCHESTER	NY
WHITE PLAINS HOSPITAL	WHITE PLAINS	NY
WORKFRAME INC	New York	NY
WORKPLACE INTERIORS LLC	FAIRPORT	NY
WORKWELL PARTNERS	NEW YORK	NY
ALIGN 1 SOLUTIONS LLC	Hudson	OH
AMERICAN INTERIORS INC-CLEVELAND	Toledo	OH
AMERICAN INTERIORS INC-MICHIGAN	Toledo	OH
AMERICAN INTERIORS INC-TOLEDO	TOLEDO	OH
ANGELA MORTON INTERIOR DESIGN	Cincinnati	OH
APG OFFICE FURNISHINGS INC-CINCINNATI	CINCINNATI	OH
APG OFFICE FURNISHINGS INC-CLEVELAND	CINCINNATI	OH
APG OFFICE FURNISHINGS INC-MEMPHIS	CINCINNATI	OH
APG OFFICE FURNISHINGS-AKRON	CINCINNATI	OH
BORDEN OFFICE EQUIPMENT COMPANY	STEUBENVILLE	OH
BRANDY HOTEL PARTNERS III	West Chester	OH
C2G DESIGN	COLUMBUS	OH
COLLECTIVE SPACES DSEIGN WORKS	Cincinnati	OH
COMMERCIAL WORKS	Columbus	OH
CONTINENTAL OFFICE ENVIRONMENTS-OH	COLUMBUS	OH
CONTRACT SOURCE	BROADVIEW HEIGHTS	OH
CORPORATE INTERIOR CONCEPTS LLC	COLUMBUS	OH
D E I INC	CINCINNATI	OH
DAVIS GROUP	COLUMBUS	OH
DAVIS GROUP/SAMPLES	COLUMBUS	OH
DAYTON BUSINESS INTERIORS LLC	DAYTON	OH
DUPLER OFFICE	COLUMBUS	OH
ELEMENTS IV INTERIORS	DAYTON	OH
ENRICHING SPACES	CINCINNATI	OH

ENVIRONMENTS 4 BUSINESS LLC	FAIRLAWN	OH
FRIENDS OFFICE	FINDLAY	OH
FURNITURE SOLUTIONS FOR THE WORKPLACE-IN	Cincinnati	OH
FURNITURE SOLUTIONS FOR THE WORKPLACE-LEXINGTON	Cincinnati	OH
FURNITURE SOLUTIONS FOR THE WORKPLACE-OH	Cincinnati	OH
GDOT DESIGN LLC	Streetsboro	OH
HONDA NORTH AMERICA INC	Marysville	OH
HONDA R & D AMERICAS INC	Raymond	OH
IDEAL IMAGE INC	ENGLEWOOD	OH
INDEPENDENCE BUSINESS SUPPLY INC	CLEVELAND	OH
INNOVATIVE OFFICE SOLUTIONS-OH	MARIA STEIN	OH
INTEGRATED WORKSPACE SOLUTIONS - COLUMBUS	CINCINNATI	OH
INTEGRATED WORKSPACE SOLUTIONS LLC - CINCINNATI	CINCINNATI	OH
JONES GROUP INTERIORS INC	AKRON	OH
KAVANAUGHS OFFICE	SPRINGFIELD	OH
KING BUSINESS INTERIORS INC	Columbus	OH
LIBRARY DESIGN ASSOCIATES INC-OH	POWELL	OH
LOTH INC-CINCINNATI	CINCINNATI	OH
LOTH INC-COLUMBUS	CINCINNATI	OH
MCNERNEY & SON INC	NORTHWOOD	OH
MILL DISTRIBUTORS INC	Aurora	OH
MJM GROUP	New Albany	OH
MOSAIC DESIGN STUDIO	COLUMBUS	OH
NATIONAL OFFICE SERVICES INC	BROOK PARK	OH
OFFICE FURNITURE SOURCE	CINCINNATI	OH
OHIO DESK COMPANY	CLEVELAND	OH
OSTERMAN CRON	CINCINNATI	OH
QUOTE CHECK OFFICE LLC	DUBLIN	OH
R S F I	WORTHINGTON	OH
RCF GROUP-CINCINNATI	WEST CHESTER	OH
RCF GROUP-CLEVELAND	WEST CHESTER	OH
SEAGATE OFFICE PRODUCTS INC	HOLLAND	OH
SUPPLY POST BUSINESS PRODUCTS	CINCINNATI	OH
TEMPLE SQUARE	AKRON	OH
THE AUSTIN COMPANY	Cleveland	OH
THE CHARLES RITTER CO	MANSFIELD	OH
THE DELAMOTTE CO	Painesville	OH

THE FISCHER GROUP	Fairfield	OH
UNISPACE-OH	COLUMBUS	OH
VOCON	Cleveland	OH
WEAVE IDEAS	MAYFIELD VILLAGE	OH
WILLIAMS INTERIOR DESIGNS INC	COLUMBUS	OH
ZIMMERMAN SCHOOL EQUIPMENT	BLACKLICK	OH
CHAMPION SUPPLY CO LLC	Oklahoma City	OK
COPELINS OFFICE CENTER LLC	NORMAN	OK
FENTON OFFICE SUPPLY CO	Stillwater	OK
FURNITURE MARKETING GROUP-OK CITY	Oklahoma City	OK
INTERIOR LOGISTICS INC	Tulsa	OK
L&M FURNITURE	TULSA	OK
RUST INTERIORS FOR BUSINESS INC	OKLAHOMA CITY	OK
SCOTT RICE-BROKEN ARROW	BROKEN ARROW	OK
SCOTT RICE-OKLAHOMA CITY	OKLAHOMA CITY	OK
SPACES INC-OK	EDMOND	OK
WORKSPACE RESOURCE INC	TULSA	OK
COMMERCIAL BUSINESS FURNITURE	Salem	OR
ENVIRONMENTS NW	PORTLAND	OR
HARRIS WORKSYSTEMS INC	TIGARD	OR
HYPHN	PORTLAND	OR
INTERIOR OFFICE CONCEPTS	Medford	OR
KING OFFICE EQUIPMENT INC	ALBANY	OR
MOMENTUM PROCUREMENT GROUP	GLADSTONE	OR
NW OFFICE INTERIORS	MILWAUKIE	OR
OFFICE PRODUCTS NW/OFFICE INT CONCEPTS	PORTLAND	OR
OFFICE SPACE PLANNERS INC	PORTLAND	OR
OFFICE WORLD INC	EUGENE	OR
ONESOURCE OFFICE INTERIORS INC	PORTLAND	OR
PACIFIC OFFICE FURNISHINGS	PORTLAND	OR
TOTAL OFFICE INTERIORS INC	SALEM	OR
U S CONTRACT SALES INC	BEND	OR
WORKPLACE RESOURCE OF OR-PORTLAND	PORTLAND	OR
WORKSITE SOLUTIONS	Brownsville	OR
A J GRACK BUSINESS INTERIORS	ERIE	PA
A POMERANTZ & CO - CHICAGO	PHILADELPHIA	PA
A POMERANTZ & COMPANY	PHILADELPHIA	PA
ADVANCED OFFICE ENVIRONMENTS INC	MALVERN	PA
ALPHA-OMEGA SHELVING INC	Carnegie	PA
ANDERSON INTERIORS-PA	VERONA	PA
ANNVILLE-CLEONA SCHOOL DISTRICT	Annvile	PA
AVAIL BUSINESS SYSTEMS INC	JOHNSTOWN	PA

BALONGUE DESIGN INC	VILLANOVA	PA
BAUMAN OFFICE EQUIPMENT INC	BEAVER FALLS	PA
BENJAMIN ROBERTS LTD	LANCASTER	PA
BETTER BUSINESS PRODUCTS INC	HAVERTOWN	PA
BMC OFFICE FURNITURE	SCRANTON	PA
BRENNANS OFFICE INTERIORS INC	WEST CHESTER	PA
BULLDOG OFFICE PRODUCTS	PITTSBURGH	PA
BURKE & MICHAEL INC	PITTSBURGH	PA
COE DISTRIBUTING	SMOCK	PA
COFCO	PHILADELPHIA	PA
COMMERCIAL BUSINESS INTERIORS INC	FAIRLESS HILLS	PA
COMMONWEALTH BUSINESS INT INC	HARRISBURG	PA
CONTINENTAL OFFICE ENVIRON-PITTSBURGH	PITTSBURGH	PA
CORPORATE FACILITIES INC-PHILADELPHIA	PHILADELPHIA	PA
CORPORATE FACILITIES LV LLC	ALLENTOWN	PA
CROZER CHESTER MEDICAL CENTER	UPLAND	PA
DESIGN & SUPPLY CO INC	CHALFONT	PA
EASLEY & RIVERS INC	MONROEVILLE	PA
EDUCATIONAL FURNITURE SOLUTIONS LLC	NORRISTOWN	PA
EMPIRE OFFICE INC - FL	Milford	PA
EMPIRE OFFICE INC - NY	Milford	PA
ETHOSOURCE LLC	MORGANTOWN	PA
FORMCRAFT INTERIORS	FOLCROFT	PA
FRANKLIN INTERIORS	PITTSBURGH	PA
HAMPTON OFFICE PRODUCTS INC	GREENSBURG	PA
HCR MANOR CARE	PHILADELPHIA	PA
HERSHA PURCHASING & DESIGN	HARRISBURG	PA
HOSPITALITY FURNISHINGS & DESIGN INC	ZELIENOPE	PA
INDICA INTERIORS - IA	BETHEL PARK	PA
INTERIOR WORKPLACE SOLUTIONS LLC	ALLENTOWN	PA
INVITING INTERIORS LLC	Penn Valley	PA
KERSHNER OFFICE FURNITURE INC	KING OF PRUSSIA	PA
KMA ASSOCIATES	PITTSBURGH	PA
KMA ASSOCIATES/SAMPLES	PITTSBURGH	PA
LINK INTERIORS	Morgantown	PA
MAHLA OFFICE EQUIPMENT	PITTSBURGH	PA
MT LEBANON OFFICE EQUIPMENT CO INC	PITTSBURGH	PA
OFFICE BASICS INC	BOOTHWYN	PA
OFFICE ENVIRONMENTS INC-PA	BRISTOL	PA
OFFICEWORKS INC-PA	PLYMOUTH MEETING	PA
OFFIX SYSTEMS	ALLENTOWN	PA
ONE POINT DBA CORP ENV	BETHLEHEM	PA

P E M CO EDUCATIONAL FURN & EQUIP INC	BETHEL PARK	PA
PEMCOR INC	W CONSHOHOCKEN	PA
PHILLIPS OFFICE SOLUTIONS	HARRISBURG	PA
PHOENIX CONTRACT INC	BETHLEHEM	PA
PREMIER OFFICE SOLUTIONS INC	WILLOW GROVE	PA
PULMAN INTERIORS	SCRANTON	PA
PW CAMPBELL DBA STUDIO 109 DESIGN LLC	PITTSBURGH	PA
QUALITY OFFICE FURNISHINGS INC	YORK	PA
RESOURCE PARTNERSHIP INC	KING OF PRUSSIA	PA
RUBINSTEINS OFFICE PRODUCTS	WEST CHESTER	PA
SPECTRUM	Phoenixville	PA
STONE OFFICE EQUIPMENT INC	SCRANTON	PA
SUPPLY SOURCE INC-HARRISBURG	WILLIAMSPORT	PA
SUPPLY SOURCE INC-W PA	WILLIAMSPORT	PA
TANNER FURNITURE	HARRISBURG	PA
TODAYS HOME INC	PITTSBURGH	PA
TOP TO BOTTOM INTERIORS INC	Altoona	PA
TOTAL OFFICE INTERIORS - PA	Montgomeryville	PA
TRANSAMERICAN OFFICE FURN CO	PHILADELPHIA	PA
TRANSAMERICAN OFFICE FURN CO-READING	PHILADELPHIA	PA
WAY OFFICE PLUS INC	DU BOIS	PA
WHITCO HOME FURNISHINGS	HARRISBURG	PA
WORKSCAPE INC	PITTSBURGH	PA
WORKSPACE COMPANY	PHILADELPHIA	PA
WORKSPACE SOLUTIONS-PA	GROVE CITY	PA
WORKSPACE SOLUTIONS-PITTSBURGH	Pittsburgh	PA
WRIGHT CONTRACT INTERIORS	PITTSBURGH	PA
XOTIVE FACILITY SOLUTIONS INC	Media	PA
AFD CONTRACT FURNITURE OF PUERTO RICO	San Juan	PR
HOLIDAY INN MAYAGUEZ & TROPICAL CASINO	Mayaguez	PR
INTEGRATED DESIGN SOLUTIONS INC	Guaynabo	PR
CREATIVE OFC PAVILION-RHODE ISLAND	PROVIDENCE	RI
CREATIVE OFFICE ENVIRONMENTS-RI	EAST PROVIDENCE	RI
OFFICE CONCEPTS INC-RI	EAST PROVIDENCE	RI
OFFICE FURNITURE SOLUTIONS - RI	Tiverton	RI
PANNELLO SYSTEMS	PROVIDENCE	RI
SHEEHANS OFFICE INTERIORS	PORTSMOUTH	RI
BAKER OFFICE SOLUTIONS LLP	Florence	SC
BEEHIVE LLC	Charleston	SC
CONNECTING ELEMENTS INC	COLUMBIA	SC
CORPORATE CONCEPTS INC - SC	COLUMBIA	SC
F3 CONCEPTS LLC	IRMO	SC

GMK ASSOCIATES INC	COLUMBIA	SC
GREENVILLE OFFICE SUPPLY	GREER	SC
HERALD OFFICE SUPPLY CO INC	DILLON	SC
LORICK OFFICE PRODUCTS	Columbia	SC
MARKETPLACE INTERIORS LLC	Mt. Pleasant	SC
MCWATERS - GA	COLUMBIA	SC
MCWATERS INC	COLUMBIA	SC
MCWATERS INC-CHARLESTON	Columbia	SC
NFL OFFICEWORKS SC	Greer	SC
PALMETTO INT OF CHARLESTON INC	Johns Island	SC
POND	Columbia	SC
PRESTON DESIGN COLLABORATIVE	COLUMBIA	SC
QUALITY OFFICE PRODUCTS INC	GREENVILLE	SC
SKUTCHI DESIGNS INC	Myrtle Beach	SC
SOURCE INTERIORS LLC	SIMPSONVILLE	SC
STAPLES BUSINESS ADVANTAGE-BATON ROUGE	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-CHARLOTTE	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-CINCINNATI	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-CITY OF CHICAGO	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-CO	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-FT MYERS	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-GA	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-HENDERSON	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-HOUSTON	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-IA	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-JACKSONVILLE	Columbia	SC
STAPLES BUSINESS ADVANTAGE-KANSAS CITY	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-LAWRENCE	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-MD	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-MEMPHIS	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-MIAMI	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-MN	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-N TX	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-NJ	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-NY	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-OKLAHOMA CITY	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-PENSACOLA	Columbia	SC
STAPLES BUSINESS ADVANTAGE-PEORIA	Columbia	SC
STAPLES BUSINESS ADVANTAGE-PHILLY	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-PHOENIX	COLUMBIA	SC

STAPLES BUSINESS ADVANTAGE-PORTLAND OR	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-RENO	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-SO CA	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-ST LOUIS	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-TAMPA	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-WASHINGTON	COLUMBIA	SC
STAPLES BUSINESS ADVANTAGE-WISCONSIN	COLUMBIA	SC
TALOTTA CONTRACT INTERIORS/OF-USA	MYRTLE BEACH	SC
THE OFFICE PEOPLE	NORTH CHARLESTON	SC
VICTOR ALLEN & COMPANY LLC	Anderson	SC
WHITE OFFICE FURNITURE LTD	ROCK HILL	SC
WILCOX OFFICE MART-CHARLESTON	North Charleston	SC
WILCOX OFFICE MART-FLORENCE	Florence	SC
WULBERN-KOVAL CO INC	CHARLESTON	SC
YOUNG OFFICE ENVIRONMENTS	GREENVILLE	SC
BY DEVELOPMENT INC	Deadwood	SD
CANFIELD BUSINESS INTERIORS INC	SIOUX FALLS	SD
CONSTRUCTION MANAGEMENT INC	Rapid City	SD
FURNITURE MART OFFICE & DESIGN	SIOUX FALLS	SD
INNOVATIVE OFFICE SOLUTIONS-SD	SIOUX FALLS	SD
INTERSTATE OFFICE PRODUCTS	SIOUX FALLS	SD
LAMONT COMPANIES	Aberdeen	SD
QUEST HOSPITALITY SUPPLIERS	Aberdeen	SD
A&W SUPPLY INC	KNOXVILLE	TN
AI CORPORATE INTERIORS INC-NASHVILLE	Nashville	TN
ASHLEY BLAIRE CO	Pulaski	TN
A-Z OFFICE RESOURCE INC	COLUMBIA	TN
A-Z OFFICE RESOURCE-JACKSON	COLUMBIA	TN
BALLARD DESIGN GROUP	KNOXVILLE	TN
COMMERCIAL ENVIRONMENTS INC-KNOXVILLE	KNOXVILLE	TN
CONTRACT FURNITURE ALLIANCE INC	KNOXVILLE	TN
COOPER HOTELS INCORPORATED	MEMPHIS	TN
FELTUS / HAWKINS DESIGN LLC	NASHVILLE	TN
GBI	Brentwood	TN
GENESCO	NASHVILLE	TN
GREG LUNA	COLLIERVILLE	TN
HI TOUCH-NJ	La Vergne	TN
HOSPITALITY CONTRACT SERVICES	CORDOVA	TN
HST CORPORATE INTERIORS	NASHVILLE	TN
HST INTERIOR ELEMENTS	NASHVILLE	TN
IMAGEWORKS COMMERCIAL INTERIORS	Memphis	TN
INNER DESIGN STUDIO	BRENTWOOD	TN

INSPIRE BUSINESS INTERIORS INC	JOHNSON CITY	TN
INTERIOR DESIGN ASSOCIATES-NASHVILLE	NASHVILLE	TN
MARTHA ELLIOTT INTERIORS	CLARKSVILLE	TN
MCCARTY HOLSAPLE MCCARTY	Knoxville	TN
MEMPHIS BUSINESS INTERIORS	MEMPHIS	TN
MID SOUTH BUSINESS FURNITURE INC	NASHVILLE	TN
MID-TENNESSEE OFFICE EQUIPMENT	CARTHAGE	TN
MY OFFICE PRODUCTS/ACT OFFICE	La Vergne	TN
MY OFFICE PRODUCTS/ACT OFFICE - OHIO	La Vergne	TN
MY OFFICE PRODUCTS/HAYWARD	La Vergne	TN
MY OFFICE PRODUCTS/PARTNERS IN BUSINESS	La Vergne	TN
MY OFFICE PRODUCTS/WHITTINGTON	La Vergne	TN
NASHVILLE OFFICE INTERIORS	NASHVILLE	TN
NFUSION DESIGN STUDIO LLC	GALLATIN	TN
NHC INTERIOR DESIGN	MURFREESBORO	TN
OFFICE CO-ORDINATORS INC	CHATTANOOGA	TN
OFFICE FURNITURE & RELATED SERVICES	NASHVILLE	TN
OFFICE FURNITURE CONCEPTS LLC - TN	Brentwood	TN
OFFICE FURNITURE OUTFITTERS LLC	KNOXVILLE	TN
OFFICE INTERIORS OF MEMPHIS	MEMPHIS	TN
OFFICE WORKS LLC-KNOXVILLE	KNOXVILLE	TN
OFFICESCAPES INC-TN	BARTLETT	TN
SENATE HOSPITALITY GROUP	Cordova	TN
SJH HOLDINGS INC/FACILITY PLANNERS	NASHVILLE	TN
SPACES GROUP LLC-MS	Cordova	TN
SPACES GROUP LLC-TN	CORDOVA	TN
STUDIO 121 INC	NASHVILLE	TN
SYNERGY BUSINESS ENVIRONMENTS	NASHVILLE	TN
THE LITTLE CLINIC LLC	Nashville	TN
THOMAS MILLER PARTNERS	BRENTWOOD	TN
UNIIK DESIGN SOLUTIONS	Franklin	TN
WORKSPACE INTERIORS	KINGSPORT	TN
180 OFFICE	Round Rock	TX
ABLES-LAND INC	TYLER	TX
AGILE INTERIORS	Houston	TX
AUSTIN BUSINESS FURNITURE	Austin	TX
BABARIA CONSTRUCTION & DEVELOPMENT LLC	Carrollton	TX
BAUHAUS-DALLAS	Dallas	TX
BAUHAUS-TULSA	Dallas	TX
BILL LUTTRELL INC	Dallas	TX
BKM TOTAL OFFICE OF TX LP	DALLAS	TX
BROUSSARD GROUP	SAN ANTONIO	TX

BUILT FOR DREAMS INC	LUBBOCK	TX
BUSINESS INTERIORS - IRVING	IRVING	TX
BUSINESS PRODUCTS & SERVICES INC	EL PASO	TX
CAPITAL FURNITURE SOURCE INC	HOUSTON	TX
CARNEGIS GROUP	HOUSTON	TX
CBI GROUP	San Antonio	TX
CLUBCORP - HOUSTON	Dallas	TX
CLUBCORP - LOS ANGELES	DALLAS	TX
COASTAL OFFICE PRODUCTS	VICTORIA	TX
COMMERCIAL FURNITURE SOLUTIONS INC	TEMPLE	TX
CONTRACT RESOURCE GROUP - HOUSTON	HOUSTON	TX
CONTRACT SEATING INC	HOUSTON	TX
CORE BUSINESS SOLUTIONS	Pharr	TX
CORNERSTONE INTERIORS INC	Frisco	TX
CORPORATE OUTFITTERS	HOUSTON	TX
CORPORATE SOURCE LTD-DALLAS	DALLAS	TX
CREATIVE OFFICE FURNITURE INC	HOUSTON	TX
DC INTERIORS OFFICE FURNITURE	San Antonio	TX
DEBNER & COMPANY	HOUSTON	TX
DEL FRISCO'S RESTAURANT GROUP	SOUTHLAKE	TX
DISTINCTIVE DESIGNS	HICKORY CREEK	TX
EDUCATORS DEPOT INC	Sugar Land	TX
FACILITIES CONNECTION	EL PASO	TX
FACILITIES RESOURCE INC	AUSTIN	TX
FACILITY INTERIORS INC-AUSTIN	PLANO	TX
FACILITY INTERIORS INC-HOUSTON	Houston	TX
FACILITY INTERIORS INC-PLANO	PLANO	TX
FAULKNER DESIGN GROUP - ARIZONA	DALLAS	TX
FURNITURE CONSULTANTS INC-DALLAS	DALLAS	TX
FURNITURE FOR BUSINESS-AUSTIN	HOUSTON	TX
FURNITURE MARKETING GROUP-AUSTIN	AUSTIN	TX
FURNITURE MARKETING GROUP-HOUSTON	HOUSTON	TX
FURNITURE MARKETING GROUP-PLANO	PLANO	TX
GATEWAY PRINTING & OFFICE SUPPLY INC	SAN ANTONIO	TX
GL SEAMAN & COMPANY	CARROLLTON	TX
HODGES BUSINESS INTERIORS INC	HUNTSVILLE	TX
HPA DESIGN GROUP	Dallas	TX
HURON PRODUCE	Edinburg	TX
INDECO SALES INC	Belton	TX
INTELLIGENT INTERIORS INC	ADDISON	TX
INTERIOR DESIGNS BY MICHELLE INC	SAN ANTONIO	TX
INTERIOR RESOURCES	DALLAS	TX

J TYLER	HOUSTON	TX
JKC DESIGNS	Mc Kinney	TX
KATHY ANDREWS INTERIORS INC	HOUSTON	TX
KAY DAVIS ASSOCIATES	HOUSTON	TX
KELLE CONTINE INTERIOR DESIGN	AUSTIN	TX
KORA HOSPITALITY	Houston	TX
LEDWELL OFFICE SOLUTIONS	TEXARKANA	TX
LETOURNEAU INTERESTS INC	HOUSTON	TX
LFI / LESLIE FOSTER INTERIORS	AUSTIN	TX
LIBRARY INTERIORS OF TEXAS	AUSTIN	TX
LUCK COMPANY	HOUSTON	TX
MARTA BASEZ INTERIORS INC	AUSTIN	TX
MCCOY INC	HOUSTON	TX
MCGANNON ASSOCIATES	DALLAS	TX
MCKINNEY OFFICE SUPPLY	Plano	TX
MDI RESOURCES	HOUSTON	TX
MDI RESOURCES-SAMPLE	HOUSTON	TX
MORNINGSIDE CONSTRUCTION MGMT	Houston	TX
NAVAJO OFFICE PRODUCTS LLC	AMARILLO	TX
NELSON INTERIORS LLC	SAN ANTONIO	TX
NMG WORKSPACE SOLUTIONS LLC	Houston	TX
OFFICE ESSENTIALS & DESIGN - TX	WACO	TX
OFFICE FURNITURE CONNECTION	Houston	TX
OFFICE FURNITURE INTERIORS	SAN ANTONIO	TX
OFFICE FURNITURE USA/DICK OFFICE SUPPLY	HARLINGEN	TX
OFFICE PAVILION-HOUSTON	HOUSTON	TX
OFFICESOURCE LTD	SAN ANTONIO	TX
OFFICEWISE FURNITURE & SUPPLY	AMARILLO	TX
OPTIMAL HOSPITALITY SOLUTIONS	Carrollton	TX
PERRY OFFICE PLUS	TEMPLE	TX
PIONEER CONTRACT SERVICES	Houston	TX
PT78 DESIGN LLC	Irving	TX
REGUS	ADDISON	TX
ROADRUNNER FURNISHINGS INC	CARROLLTON	TX
ROCKFORD BUSINESS INTERIORS	HOUSTON	TX
SAMS OFFICE FURNITURE OUTLET	Tyler	TX
SC CREATIVE SOLUTIONS LLC	HOUSTON	TX
SHELBY DISTRIBUTIONS DBA EXPRESS OFC PRODUCTS	El Paso	TX
SHELTON KELLER GROUP INC	AUSTIN	TX
SIXTH RIVER PURCHASING	AUSTIN	TX
SPENCER & COMPANY	DALLAS	TX

STAR OFFICE PRODUCTS	HOUSTON	TX
STETZEL & ASSOCIATES	HOUSTON	TX
STUDIO BESPOKE	HOUSTON	TX
STUDIO SIX 5	AUSTIN	TX
SUMMIT 11 DEVELOPERS	Irving	TX
TEXAS TECH UNIVERSITY	LUBBOCK	TX
TEXAS WILSON OFC FURN & SRV (CAPROCK)	SAN ANTONIO	TX
TOTAL OFFICE SOLUTIONS-TX	WACO	TX
TRINITY LIBRARY RESOURCES	San Antonio	TX
TURNKEY PROJECT SERVICES LLC	FORT WORTH	TX
VALLEY DESIGNS INC	HARLINGEN	TX
VANGUARD ENVIRONMENTS	HOUSTON	TX
WELLS & KIMICH INC	HOUSTON	TX
WELLS GROUP OF HOUSTON INC	HOUSTON	TX
WILSON OFFICE INTERIORS	DALLAS	TX
WILTONS OFFICEWORKS	Bryan	TX
WITTIGS OFFICE INTERIORS	SAN ANTONIO	TX
WORKPLACE RESOURCE GROUP	CARROLLTON	TX
WORKPLACE RESOURCE LLC-AUSTIN	SAN ANTONIO	TX
WORKPLACE RESOURCE LLC-SAN ANTONIO	SAN ANTONIO	TX
WORKPLACE SOLUTIONS-AUSTIN	Dallas	TX
WORKPLACE SOLUTIONS-DALLAS	DALLAS	TX
WORKPLACE SOLUTIONS-HOUSTON	Dallas	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - BOCA RATON	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - CHARLOTTE	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - COLUMBUS	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - DALLAS	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - GA	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - HOUSTON	El Paso	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - IL	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - IRVINE CA	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - MN	El Paso	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - NORFOLK	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - ORLANDO	EL PASO	TX

WORKSPACE INTERIORS BY OFFICE DEPOT - PITTSBURGH	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - PORTLAND OR	El Paso	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - SAN DIEGO	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - SEATTLE	EL PASO	TX
WORKSPACE INTERIORS BY OFFICE DEPOT - SIGNAL HILL	EL PASO	TX
WORKSPACE RESOURCE-TX	CONROE	TX
WORKSPACE SOLUTIONS INC-SAN ANTONIO	SAN ANTONIO	TX
C I S OFFICE FURNITURE	WELLSVILLE	UT
CCG LLC	SALT LAKE CITY	UT
CLEARLINK	Salt Lake City	UT
DESKS INC OF UTAH	SALT LAKE CITY	UT
HENRIKSEN/BUTLER DESIGN GROUP LLC-SLC	SALT LAKE CITY	UT
HENRIKSEN/BUTLER DESIGN GROUP-BOISE	SALT LAKE CITY	UT
HENRIKSEN/BUTLER NEVADA LLC-LAS VEGAS	SALT LAKE CITY	UT
HENRIKSEN/BUTLER NEVADA-RENO	SALT LAKE CITY	UT
INSIDE OUT	Salt Lake City	UT
INTERIOR ALLIANCE	Farmington	UT
INTERIOR SOLUTIONS	SALT LAKE CITY	UT
LMK INTERIOR DESIGN	SALT LAKE CITY	UT
MIDWEST COMMERCIAL INTERIORS	SALT LAKE CITY	UT
OFFICE FURNITURE SOLUTIONS - UT	Holladay	UT
QUICKTURN CONCEPTS	Salt Lake City	UT
ROSI OFFICE PRODUCTS INC	SALT LAKE CITY	UT
SALT STUDIO	SALT LAKE CITY	UT
WESTERN INTERIOR SERVICES	Salt Lake City	UT
ACAC	CHARLOTTESVILLE	VA
ALL BUSINESS SYSTEMS & DESIGN INC	CHANTILLY	VA
AMERICAN COMMERCIAL INTERIORS	RICHMOND	VA
BARROWS	ROANOKE	VA
CREATIVE OFFICE ENVIRONMENTS-VA	ASHLAND	VA
CRESCENT HOTELS AND RESORTS	Fairfax	VA
DEAR MITCHELL DIGGES DESIGN	Williamsburg	VA
DESIGNERS MARKET OF RICHMOND	RICHMOND	VA
DK WORKSPACES	Richmond	VA
FAIRFAX CO PUBLIC SCHOOLS	Alexandria	VA
FAIRFAX CO PUBLIC SCHOOLS	Springfield	VA
FAIRFAX CO THOMAS JEFFERSON HS	Merrifield	VA

HARRIS OFFICE FURNITURE CO INC	ROANOKE	VA
HARVESTTIME OFFICE FURNITURE LLC	Suffolk	VA
HERNDON SENIOR CENTER	HERNDON	VA
IMAGE BUSINESS INTERIORS LLC	VIRGINIA BEACH	VA
INOVA HEALTH SYSTEM	FALLS CHURCH	VA
INTERIOR CONCEPTS LC	CHARLOTTE	VA
INTERIORS BY GUERNSEY	Sterling	VA
JJS INTERIOR DESIGN	Virginia Beach	VA
JMJ CORPORATION	RICHMOND	VA
LINES INCORPORATED	Vienna	VA
MCCORMACK DESIGN INC	MC LEAN	VA
MILLERS SUPPLIES AT WORK	NEWINGTON	VA
MODERN ENVIRONMENTS	VIRGINIA BEACH	VA
NEW DAY OFFICE PRODUCTS	SUFFOLK	VA
NEW RIVER OFFICE SUPPLY	BLACKSBURG	VA
O H JONES INTERIORS LTD	RICHMOND	VA
OFFICE ENVIRONMENTS INTERNATIONAL	ARLINGTON	VA
OFFICE PLUS BUSINESS CENTRE	DANVILLE	VA
OSBORNE & ASSOCIATES LLC	RICHMOND	VA
PC&A BUSINESS ENVIRONMENTS	NORFOLK	VA
R&R OFFICE SOLUTIONS	Richmond	VA
RE-DISTRICT	ALEXANDRIA	VA
RESOURCE ONE - VA	RICHMOND	VA
RUDOLPHS OFFICE & COMPUTER	Ashland	VA
SMARTER INTERIORS	RICHMOND	VA
SMITH CONTRACT	Fredericksburg	VA
THE SUPPLY ROOM/MEGA OFFICE	ASHLAND	VA
WASHINGTON GROUP SOLUTIONS	FALLS CHURCH	VA
WASHINGTON WORKPLACE	ARLINGTON	VA
EXTERUS BUSINESS FURNITURE	SHELBURNE	VT
APEX FACILITY RESOURCES	KENT	WA
BUSINESS INTERIORS NORTHWEST (BINW)-ALASKA	TACOMA	WA
CATALYST WORKPLACE ACTIVATION-SEATTLE	SEATTLE	WA
CATALYST WORKPLACE ACTIVATION-TACOMA	TACOMA	WA
CHANDLER BUSINESS INTERIORS	EAST WENATCHEE	WA
COMMERCIAL OFFICE INTERIORS-WA	SEATTLE	WA
COMPLETE OFFICE LLC	SEATTLE	WA
CONTOUR INC	Seattle	WA
CONTRACT DESIGN ASSOC INC-MISSOULA	Spokane	WA
CONTRACT DESIGN ASSOC INC-SPOKANE	SPOKANE	WA
CONTRACT RESOURCE GROUP-SPOKANE	SPOKANE	WA

CREATIVE OFFICE FURNISHINGS	OLYMPIA	WA
GRETCHEN STURTEVANT INTERIOR DESIGN	OLYMPIA	WA
HARRIS OFFICE EQUIPMENT INC	YAKIMA	WA
HATCH PURCHASING CORP	SEATTLE	WA
INNOVATIVE DESIGN WORKS	Lynnwood	WA
KEENEYS OFFICE SUPPLY INC	REDMOND	WA
LEGACY GROUP	RENTON	WA
MBI-SEATTLE	SEATTLE	WA
NORTH SOUND INTERIORS	WOODINVILLE	WA
OBJEKTS LLC	SEATTLE	WA
OFFICE SOLUTIONS NW	SEATTLE	WA
OPEN PLAN LLC	Kent	WA
OPENSQUARE	SEATTLE	WA
RE-JUICED STUDIO LLC	Edmonds	WA
RELIANT GROUP INC	Tukwila	WA
SBI (SAXTON BRADLEY)	Kent	WA
SEATTLE MODERN OFFICE	Redmond	WA
SECHRIST DESIGN ASSOCIATES INC	SEATTLE	WA
SMART OFFICE ENVIRONMENTS	BELLEVUE	WA
TOTAL OFFICE CONCEPTS INC	WALLA WALLA	WA
UNISPACE LLC - WA	SEATTLE	WA
VISIONARY OFFICE FURNITURE	EVERETT	WA
VPI	SEATTLE	WA
WORKPOINTE	SEATTLE	WA
BAY PRODUCT DEVELOPMENT LLC	Green Bay	WI
BUILDING SERVICE INC	WAUKESHA	WI
CJ & ASSOCIATES	NEW BERLIN	WI
COAKLEY BROS DBA BROTHERS BUSINESS INT	MILWAUKEE	WI
CONTRACT DESIGN ASSOCIATES - WAUKESHA	WAUKESHA	WI
CORPORATE DESIGN INTERIORS	WAUKESHA	WI
CREATIVE BUSINESS INTERIORS-W ALLIS	MILWAUKEE	WI
DCI MARKETING	MILWAUKEE	WI
DFS INTERIORS	CECIL	WI
DIRECT SUPPLY	MILWAUKEE	WI
DUET RESOURCE GROUP	Milwaukee	WI
EAU CLAIRE BUSINESS INTERIORS INC	EAU CLAIRE	WI
EMBURY LTD	Deforest	WI
EMMONS BUSINESS INTERIORS LLC	Rothschild	WI
FORRER BUSINESS INTERIORS INC	MILWAUKEE	WI
IB SPACES / INDUSTRIES FOR THE BLIND	West Allis	WI
INTERIOR INVESTMENTS OF MADISON LLC	MADISON	WI
INTERIOR INVESTMENTS-MILWAUKEE	MILWAUKEE	WI

J L BUSINESS INTERIORS INC	WEST BEND	WI
LAKESHORE BUSINESS INTERIORS	Manitowoc	WI
LERDAHL BUSINESS INTERIORS	MIDDLETON	WI
M&M OFFICE INTERIORS	PEWAUKEE	WI
NORDON BUSINESS ENVIRONMENTS	APPLETON	WI
OFFICE ENTERPRISES INC	Weston	WI
RCS INNOVATIONS	MILWAUKEE	WI
SAMUELS GROUP ENVIRONMENTS	WAUSAU	WI
SCHOOL SPECIALTY INC	APPLETON	WI
SCHROEDER SOLUTIONS INC	NEW BERLIN	WI
SLG PRODUCT MANAGEMENT	Milwaukee	WI
SYSTEMS FURNITURE INC	DE PERE	WI
THEISS INTERIOR DESIGN LTD	MILWAUKEE	WI
VER HALEN COMMERCIAL INT INC	GREEN BAY	WI
CAPITOL BUSINESS INTERIORS	Charleston	WV
CONTEMPORARY GALLERIES-CHARLESTON	CHARLESTON	WV
OMEGA COMMERCIAL INTERIORS	MORGANTOWN	WV
SOUTHERN WV COMM TECH COLLEGE	Mount Gay	WV
QUALITY OFFICE SOLUTIONS	Casper	WY



## IV. Evaluation Process and Criteria

### **c) Qualification and Experience**

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

OFS Brands is headquartered at 1204 East Sixth Street, Huntingburg IN 47542. OFS is a family-owned, community-driven company providing socially responsible furniture and logistics solutions in office, education, government, healthcare and home office markets across the world. Established in 1937 in Huntingburg Indiana, OFS Brands has grown into a global leader while staying true to its local roots and core values of sustainability and craftsmanship. Desks, Tables, and Seating have been core product lines from the beginning. Over the years, we expanded our product lines to include healthcare, soft seating, dining, education, and all facets of furniture for work including open plan and related filing, storage and equipment storage, tables, and accessories.

#### **ii. Describe Offeror's reputation in the marketplace.**

OFS is considered a rapidly growing mid-market furniture manufacturer providing great design at an affordable price. Many of the largest furniture companies grew during the cubicle boom of the 1980's and 90's and are still known by many as "workstation" manufacturers today. OFS began as a primarily wood casegood company and through innovation and acquisition of the Carolina, Loewenstein and Highmark companies became a mid-market leader in workplace, government, healthcare and education markets.

Our peers and customers know us as a humble, customer focused organization. It is known that our owner Hank Menke moves mountains to ensure that we are able to be the best that we can be. Hank arrives early every day to walk the plant floors to connect with employees and our business. But Hank has also invested financially



## IV. Evaluation Process and Criteria

including investing in purchasing companies that complement and enhance our existing brands and contribute to our humble and welcoming culture. Hank understood that we couldn't and shouldn't rely on commercial freight carriers and therefore Stylne Logistics was born. We are one of only 2 suppliers that we know of that aren't reliant on outside trucking companies. Hank was also innovative in solid surface manufacturing. While others source their solid surfaces we invested in solid surface fabrication to reduce lead times and cost.

We continue to invest in our manufacturing facilities throughout the U.S. including Indiana, North Carolina, California, and Kentucky. Our showrooms are strategically located across the U.S. including New York, Washington DC, Chicago, Atlanta, Dallas and Los Angeles.

Through investment in staff and training, we understand the process, legislation, issues, and trends that affect public agency policies, budgets, and initiatives. We understand our clients not only by listening to them individually but also collectively by participating in engagement opportunities such as:

- National Cooperative Procurement Partners - founding sponsor
- NIGP conferences and meetings across the U.S.
- NAEP conferences (educational procurement)
- EdMarket and EdSpaces (education industry)
- AUID (university interior design)
- SCUP (society for college and university planners)
- Healthcare Design (conference and expo) - key sponsor
- APPA (Association of Physical Plant Administrators)
- State agency forums and conferences.

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

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From its inception, OFS has focused on the needs of the customer and specifying designer. From something as simple as changing the arm detail of a sofa or adding technology, to creating a true signature piece, our reputation for creating a completely custom look continues to provide customers with a broad spectrum of product solutions. In many cases, those solutions go on to become standard products. Our highly competitive supply chain turns great ideas into great products and allows us to produce them efficiently with minimal additional cost. The latest example of this was a custom application for a large university athletics department. The custom solutions we provided made news nationally as a gold standard of facilities.

One way to gauge reputation is through industry visibility and commitment to various vertical markets.

One way is through Sponsorship: OFS and Carolina were Presenting Sponsor in 2019 and 2018 Healthcare Design Expo & Conference (HCD). HCD is the premier event for the healthcare interiors industry. As Presenting Sponsor, Carolina provides considerable financial support for industry events during the show while benefiting from an ideal platform for promoting its brand. “We are excited to have Carolina and OFS Brands return as the 2019 HCD Presenting Sponsor,” says Vice President and Group Show Director Kevin Gaffney. “Their expertise has clearly been demonstrated and attendees at this year’s show in New Orleans will be able to see this firsthand.” “With this significant investment, it’s obvious that Carolina sees the value in this show,” adds Mark Lind, associate show director, Healthcare, Emerald Expositions. “Carolina is interested in the growth of this industry, and their continued commitment reflects that optimism.” Devoted to increasing knowledge of how design directly impacts the safety, operations, clinical outcomes, and financial success of healthcare facilities, HCD brings together industry leaders for continuing education and networking opportunities.

OFS is a yearly sponsor of the Society of College and University Planners and the Association of University Interior Designers and as an



## IV. Evaluation Process and Criteria

exhibitor and conference attendee at [EdSpaces](#) where we are recognized as a supporter and contributor to education environments.

We participate yearly at NIGP national and local events as an exhibitor and conference attendee. We are highly visible through other organizations for Senior Living and Education.

Another indicator of product reputation is through Awards:

NeoCon: Each year the design industry has recognized OFS and Carolina with top honors during NeoCon, North America's largest design exhibition and conference for commercial interiors. In 2019 Obeya, Kasura, and LeanTo all from OFS won Gold in their respective categories and then Obeya went on to win "[Best in Competition](#)" [across the entire NeoCon event](#). Past winners include: 2018 winners included: OFS Bistro guest seating, Roo occasional tables, Zonal ergonomic task seating, Heya lounge furniture, and Pind for office accessories. 2017 winners included: Coact lounge, Elani seating, Heya Silver award for collaborative seating, Hug Silver for healthcare patient seating, Saven healthcare rocker, Wyre tables won Silver in occasional tables, Staks open plan.

HIP Awards by Interior Design Magazine: 2019: Carolina won for Lasata recliners. 2017: Saven rocker, Staks open plan, Wyre tables, Coact seating, and Heya seating in the categories of Health & Wellness, Workplace Systems, Workplace Occasional Tables, Workplace High Back Seating, Workplace Hubs.

Interior Design Best of Year Awards: 2017 Elani won Healthcare Furniture, Boost won Education Furniture, Heya won Contract/Pods, and Harpin won for Seating in Contract/Conference

Presented by Healthcare Design magazine in partnership with The Center for Health Design, the [Nightingale Awards](#) recognize the contribution to the healthcare built environment through product design and innovation that contributes to health. In 2019 OFS won for the Reservoir table and in 2018 won silver with the Lasata patient recliner. In 2017 the Saven rocker won for innovation.



## IV. Evaluation Process and Criteria

The OFS/Carolina reputation for service has resulted in securing and maintaining national and significant relationships with corporations and health systems that recognize the nimble nature of our organization. OFS has proven that we can provide customized service solutions including:

Establishing an in-house project services team and unique dealer network and product program to directly handle all capital projects for a major healthcare client.

For a corporate client, we developed a unique program of stocking and delivering not only our products, but everything this customer needs to fulfil a retail location in a turn-key method

Developing over the course of two years a customer solution for a major university athletic department that garnered national recognition and praise.

OFS recently surveyed customers with a national presence and from that was consistent praise for our dealer network and the flexibility it offers them in each market. Our customers want the choice of dealers that OFS provides.

### **iv. Describe the experience and qualification of key employees.**

Ryan Menke  
Senior Vice President Sales & Marketing  
University of Evansville, BA Marketing:  
Ph: 812-630-4774  
[RMenke@ofs.com](mailto:RMenke@ofs.com)

Experience/Qualifications: Experienced leader with a multi-disciplinary background ranging from Senior Vice President Supply Chain to Senior Vice President of Sales and Marketing. Ryan is one of 4 children of owner Hank Menke, each holding a position within the organization.



## IV. Evaluation Process and Criteria

Ryan works closely with Anna McClelland to establish policies to ensure that the OMNIA contract is a company priority. Ryan began his career at a furniture dealership and is proud that much of his success came from working with public agencies. Ryan resides in Huntingburg Indiana.

Anna McClelland  
National Accounts Director, Specialty Markets  
Attended University of South Carolina  
Ph: 704-771-9003  
[Amcclelland@ofs.com](mailto:Amcclelland@ofs.com)

Experience/Qualifications: Anna has been a furniture professional for over 30 years and is a resident of South Carolina . Anna has been with OFS Brands Inc. since 2015 and is responsible for all specialty markets including public agencies and healthcare contracts (approx. 34) supporting those nationwide. Anna is not only responsible for oversight of the contracts but also for developing and implementing the associated strategies including the policy and commitment to lead with our OMNIA Partners contract. Work includes supporting the sales organization nationally and working directly with certain clients and the Architectural and Design community. Anna was previously with Knoll Inc. (furniture mfg.) for 18 years responsible for winning and managing their US Communities contract during the last 5 years and worked as a senior sales representative for 13 years prior. During her time in a sales capacity, Anna's emphasis included public agency, federal, and commercial markets. Prior to working for a furniture manufacturer, Anna spent 9 years with a furniture dealership in Charlotte NC in a sales and project management capacity. Anna's experience includes continuing education through engagement with procurement professionals and conference participation, including NIGP chapters and public education engagement through SCUP, NAEP and as a contributor to NCPP (National Coalition for Public Procurement) organization. Personal experience and success with public agencies include Mecklenburg County, Union County, Gaston County, State of Georgia, City of Houston,



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Los Angeles County, Fairfax County, City of Seattle, King County, and others.

Martha Schwindt  
Government Contracts Manager  
Ph: 866-637-9328 ext 7257  
[MSchwindt@ofs.com](mailto:MSchwindt@ofs.com)

Experience/Qualifications: OFS Brands, Inc. July 2003 – Present  
Martha is responsible for the compliance of all Federal, State, and Group Purchasing contracts, and for the maintenance of records pertaining to the contracts. Martha serves as the point of contact for all internal staff and outside sales personnel for matters relating to contract terms and conditions. She is responsible for tracking and reporting of contract sales, including reporting of sales and payment of Administrative Fees for OMNIA Partners. Additionally, Martha assists Customer Service Account Managers and Order Entry staff in correct processing of contract orders and management of service issues. She also is engaged in assisting Accounts Receivables Dept. in resolution of billing issues.

Rory Laurent  
Manager, State Contracts  
Education: Attended East Los Angeles College  
Ph: 866-637-9328 ext 4224  
[RLaurent@ofs.com](mailto:RLaurent@ofs.com)

Experience/Qualifications: With 14 years of industry experience, Rory is responsible for maintaining state, regional, higher education and direct client contracts for OFS. Rory monitors contract compliance and reporting and is engaged with the Specialty Markets Team and our District Sales Managers on select client relationships. Rory submits responses electronically to State Purchasing organizations for new and renewal contracts and is responsible for updating our website for contract information and maintaining updates on the site.

Rory resides in Huntington Beach CA.



## IV. Evaluation Process and Criteria

Andrea Whitworth  
Group Purchasing Organization Administrator  
Education: High Point University  
Ph: 866-637-9328 ext 8129  
AWhitworth@ofs.com

Experience/Qualifications: With over 8 years of industry experience, Andrea is part of the Specialty Markets team responsible for maintaining healthcare and direct client contracts for OFS/Carolina. Responsibilities include managing our trade show (NIGP) presence and participating in National Cooperative Purchasing Partners activities. With the award of a Region 4 contract Andrea will share in contract responsibility to help ensure that agencies are receiving the correct discounts, that reporting is timely, and that customer needs are being met.

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

OFS is a very active participant in the Federal market and has held a GSA Schedule Contract since 1998 and the Navy FISC BPA since 2006. In 2010, the US Army awarded its largest contract ever for wood case goods to OFS Brands to accommodate relocating war fighters and civilians under BRAC and more recently has been a significant supplier to the Veterans Association and the International Monetary Fund.

OFS has held a Region 4 contract since 2015 with significant growth each year. Several agencies have adopted the OFS Region 4 contract as their own.

OFS Brands has been a long time contractor to several states and currently holds state contracts in AL, AR, CT, FL, GA, MS, NJ, NM, NY, NC, PA, SC, SD and WI. OFS holds regional contracts with MHEC, University of KY, and Fairfax County, County of Los Angeles and is a top supplier to the State of GA members.



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Sales to public agencies during the past 12 months total approximately \$35,000,000 with major project experience with counties and cities.

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

OFS is not involved in any current or past litigation, bankruptcy, or reorganization.

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

1. State of Georgia  
Contact: Dr. Carl Hall  
Title: Supplies category manager  
Phone: 404-657-4254  
Email: [Carl.Hall@doas.ga.gov](mailto:Carl.Hall@doas.ga.gov)  
City, State: Atlanta, GA  
Years Serviced: approx. 10  
Description of services: Furniture and related  
Annual Volume: \$5,500,000
2. State of Florida  
Contact: Thomas Bower, FCCM  
Title: Contract Manager  
Phone: 850-488-6904  
Email: [Thomas.Bower@dms.myflorida.com](mailto:Thomas.Bower@dms.myflorida.com)  
City, State: Tallahassee, FL  
Years Serviced: approx. 10  
Description of services: Furniture and related  
Annual Volume: \$1,200,000
3. State of North Carolina  
Contact: Grant Braley

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- Title: Category Manager  
Phone: 919-807-4519  
Email: [Grant.Braleley@doa.nc.gov](mailto:Grant.Braleley@doa.nc.gov)  
City, State: Raleigh, NC  
Years Serviced: approx. 20  
Description of services: Furniture and related  
Annual Volume: \$1,200,000
4. State of Alabama  
Contact: Brittany Snyder  
Title: Contract Manager  
Phone: 334-242-4667  
Email: [brittany.snyder@purchasing.alabama.gov](mailto:brittany.snyder@purchasing.alabama.gov)  
City, State: Montgomery, AL  
Years Serviced: approx. 12  
Description of services: Furniture and related  
Annual Volume: \$1,500,000
5. State of New Jersey  
Contact: Anna Marie Miller  
Title: [Procurement Specialist](#)  
Phone: 609-292-8974  
Email: [AnnaMarie.Miller@treas.nj.gov](mailto:AnnaMarie.Miller@treas.nj.gov)  
City, State: Trenton, NJ  
Years Serviced: approx. 11  
Description of services: Furniture and related  
Annual Volume: \$1,300,000
6. TCSG - Technical College System of GA  
Contact: Sherri Winters  
Title: Regional Program Manager  
Phone: 470- 303-5994  
Email: [SWinters@tcsug.edu](mailto:SWinters@tcsug.edu)  
City, State: Atlanta GA  
Years Serviced: 20+ years  
Description of services: Furniture for many campuses  
Annual Volume: >\$619,000
7. Union County



## IV. Evaluation Process and Criteria

Contact: Bryan A. Wentz  
Title: Facility Project Manager  
Phone: 704-296-4255  
Email: [Tony.Wentz@unioncountync.gov](mailto:Tony.Wentz@unioncountync.gov)  
City, State: Monroe NC  
Years Serviced: 2016-2019  
Description of services: Furniture for HHS bldg.  
Annual Volume: \$87,000

8. York County SC  
Contact: Bryant Cook  
Title: Purchasing Manager  
Phone: 803-684-8512  
Email: [bryant.cook@yorkcountygov.com](mailto:bryant.cook@yorkcountygov.com)  
City, State: York, SC  
Years Serviced: 2018-2020  
Description of services: Furniture for several bldg.  
Annual Volume: >\$500,000

9. State of Pennsylvania  
Contact: Lisa Vega  
Title: *Commodity Specialist*  
Phone: 717-346-4290  
Email: [LVEGA@pa.gov](mailto:LVEGA@pa.gov)  
City, State: Harrisburg, PA  
Years Serviced: 2017-2020  
Description of services: Furniture and services  
Annual Volume: \$756,000

10. Louisiana State University  
Contact: Stephen Walczak  
Title: Senior Strategic Sourcing Analyst  
Phone: 225-578-2303  
Email: [SWalczak@lsu.edu](mailto:SWalczak@lsu.edu)  
City, State: Baton Rouge, LA  
Years Serviced: 2019-2020  
Description of services: Athletics Bldg.  
Annual Volume: >\$300,000

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11. County of Los Angeles  
Contact: Eric Carlos  
Title: Purchasing and Contract Analyst  
Phone: 323-267-2331  
Email: [ecarlos@isdilacounty.gov](mailto:ecarlos@isdilacounty.gov)  
City, State: Los Angeles, CA  
Years Serviced: 2017-2020  
Description of services: Various  
Annual Volume: >\$1,000,000

### **viii. Provide any additional information relevant to this section.**

#### Environmental Initiatives

##### INDOOR AIR QUALITY

It has been shown that Americans spend approximately 90% of our time indoors and our indoor air is 2 to 5 times more polluted than the air outside. These statistics alone are enough for OFS to commit to providing the lowest emitting interiors furniture products possible.

All of OFS furniture products have achieved SCS Indoor Advantage and SCS Indoor Advantage Gold Certifications. Indoor Advantage Gold is SCS Global Services' highest level of indoor air quality performance for furniture. The certification assures that furniture products support a healthy indoor environment by meeting strict chemical emission limits for volatile organic compounds (VOCs). To be certified, products must be tested by independent labs for compliance with the ANSI/BIFMA X7.1, and either ANSI/BIFMA e.3 or CDPH/EHLB Standard Method V1-1 for VOC emissions of concerns. A complete list of certified products and our product certificates can be found on SCS Global Services website: (<http://www.scsglobalservice.com/certification-certified-green-products-guide>)

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### BIFMA level CERTIFICATION

The BIFMA e3 Sustainability Standard, which provides the foundation for the level certification, is the multi-attribute, sustainability standard and third party certification program for the furniture industry. For more information on the level certification program and to view our certifications please visit [levelcertified.org](http://levelcertified.org).

### FSC® COC CERTIFICATION

To promote and support our commitment to responsible forest management OFS offers all casegoods and tables as FSC® COC Certified (Forest Stewardship Council®). The FSC Standards represent the world's strongest system for guiding forest management toward sustainable outcomes. Fscus.org FSC certified products are manufactured with material that comes from managed forests that are traceable from the time the logs are cut to the time the final project is installed and are recorded by way of COC or chain of custody claim on all invoices. The demand for certified forest products has grown significantly in recent years. OFS's goal to act as a responsible steward of the environment encouraged us to pursue our FSC Chain of Custody (COC) certification back in 2007. This enabled us to procure and process wood fiber based materials that are certified under the most recognized global certification standard for responsibly harvested and/or recovered wood material. This provides our customer (Dealer, A&D community and end-users) the added reassurance that they have purchased furniture that meets the strict requirements of the FSC COC Standard. FSC certification is optional on many, but not all, OFS product lines. Please contact OFS Customer Service for information in regards to which of our product lines are available as FSC certified, and what the necessary procedures are for ordering FSC certified products from OFS. OFS FSC license code is FSC-C004808.

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## IV. Evaluation Process and Criteria

### USGBC & LEED

OFS is an active member of the U.S. Green Building Council. The USGBC is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life. As a member of the USGBC, OFS promotes the development of the LEED green building certification program. We offer products that contribute to LEED Certified projects and have committed to LEED certification of multiple OFS locations throughout the country.

EPA SmartWay partnership: In 2004, Styline Logistics became the first company in Indiana to join the U.S. Environmental Protection Agency's SmartWay Transport Partnership. The partnership is a voluntary program with the U.S. EPA that shows how shippers and carriers can gain economic benefits while mitigating their environmental impact.

To meet the SmartWay challenge to eliminate unnecessary truck engine idling, Styline Logistics employed many different policies, procedures and technologies that included auxiliary power units (APU's), reduced maximum speeds, automatic engine shutdown, automatic tire inflation systems, bio-and low-sulfur diesel fuels and new incentive programs. Since our partnership began in 2004 we have reduced our Carbon Dioxide [CO<sub>2</sub>] emissions by nearly 18,000 metric tons (32%), our particulate matter emissions by 3,000 metric tons (58%) and NO<sub>x</sub> gases by 113 tons (82%). This is yet another story in the long line of success the partners have achieved to live and prosper in a clean environment, while enjoying and preserving our natural resources.

Product design & development: OFS collaborates with interior and industrial designers to develop innovative furniture that exceeds the

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functionality requirements of the user while minimizing the amount of materials required for production. This Design for the Environment approach greatly reduces the amount of material required to produce our furniture products, while also incorporating some of the core principles of green building design. Considering functionality, aesthetics and environmental performance into each product design we are able to satisfy customer demand while offering products that meet strict 3rd party environmental certifications.

WELL: In July of 2017, the OFS corporate office in Huntingburg was officially registered for the WELL Building Standard®. This marked a long road to a wellness-focused workspace, and the company began the journey with the help of the International WELL Building Institute™. The WELL Building Standard (WELL) is the premier building standard to focus on enhancing people's health and wellness through the built environment. WELL is a performance-based system for measuring, certifying, and monitoring features within the certification standard.

OFS has several associates who are WELL certified and OFS offers WELL CEU's for our clients, conference, and partners. We offer this education as a commitment to further educating it's partners with current and relevant industry education, supporting our continued investment in not just creating products that promote environments that focus on human centered design, but education on the innovative trends that support that commitment.



## Value Add

### d) Value Add

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

#### Related products offered by OFS

Quickship solutions	Tambient smart lighting
Mile Marker custom cabinetry	Healthcare products
Behavioral health solutions	Product for Play

#### Support services and solutions offered by OFS

Available directly from OFS	Available through dealers
Custom typicals	Interior design services
Quickship products	Layout services
Layout services	Fabric and color design services
Installation	Assessment/ Programming tools
Professional development through Continuing Education programs	Systems furniture reconfiguration
Furniture leasing	Asset management tools
Asset management tools / buyback programs	Installation and Project Management
Standards program development	storage
Project Management	Furniture refurbishment

**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. *see next page*

*(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.)*

12.2.19  
Date

*[Handwritten Signature]*  
SVP SALES  
Authorized Signature & Title



## Opens Record Policy

### **OFS believes the following sections are exempt from disclosure:**

<u>Tab</u>	<u>Page #</u>	<u>Line #</u>	<u>Reason for exemption</u>
3	173	19-22	Tab 3 Appendix D, Exhibit A Response Item D: OFS is a private company and Requests Annual sales not be disclosed
3	201	4 15,17,19, 21,23,25 27,29,31,33	Same document. Section 3.3 Marketing and Sales Item K. Annual sales and top 10 agency purchases. OFS requests that annual and sales to top agencies not be disclosed.
	202	1	
3	202	27	Same document. OFS requests that Guaranteed Sales not be disclosed

**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

G.P.S Brands Inc.

1201 East Sixth St.

Huntingburg IN 47542

Address

Contact

Signature

Printed Name

Position with Company

Official  
Authorizing  
Proposal

Signature

Printed Name

Position with Company

Phone

800-521-5381

Fax

NO FAX AVAILABLE

# 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.**

OFS Brands Inc.  
Huntingburg, IN United States

**Certificate Number:**  
2019-565848

**Date Filed:**  
12/02/2019

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

19-18  
Commercial Furniture

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(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, Brad Menke, as an authorized representative of

OFS Brands Inc., 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

12.2.19  
\_\_\_\_\_  
Date

### **SPECIAL CONDITIONS**

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

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

- i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.
  - ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.
- c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).
- d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

### **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

### **Prevailing Wage Requirements**

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

### Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

### Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

#### 1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### 2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. 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.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

#### 8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

#### “Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

Furniture, Installation, and Related Services  
Solicitation Number 19-18  
Addendum No. 1

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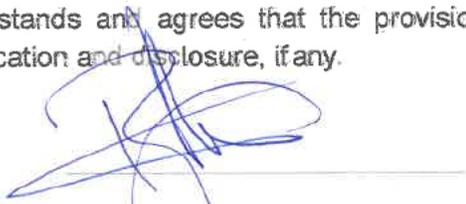
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, OFS Brands Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ryan Menke SVP SALES

Name and Title of Contractor's Authorized Official

12.2.19

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpd-program>."

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative

agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name:

OFS Brands Inc.

Address, City, State, and Zip Code:

1204 East Sixth St., Huntington IN 47542

Phone Number: 812-630-4774 Fax Number:

Printed Name and Title of Authorized Representative:

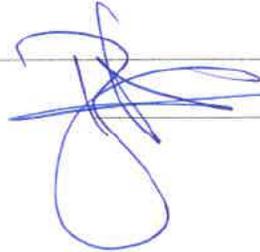
Ryan Menke SVP SALES

Email Address:

R.MENKE@OFS.COM

Signature of Authorized Representative:

12.2.19



Date:

## QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### 1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with?  Yes  No  
*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

### 2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**  
Respondent certifies that this firm is an MWBE  Yes  No  
List certifying agency: \_\_\_\_\_
  
- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**  
Respondent certifies that this firm is a SBE or DBE  Yes  No  
List certifying agency: \_\_\_\_\_
  
- c. **Historically Underutilized Businesses (HUB)**  
Respondent certifies that this firm is a HUB  Yes  No  
List certifying agency: \_\_\_\_\_
  
- d. **Historically Underutilized Business Zone Enterprise (HUBZone)**  
Respondent certifies that this firm is a HUBZone  Yes  No  
List certifying agency: \_\_\_\_\_
  
- e. **Other**  
Respondent certifies that this firm is a recognized diversity certificate holder  Yes  No  
List certifying agency: \_\_\_\_\_

- 3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation?  Yes  No



## Diversity Program

### Diversity Programs

OFS Brands relies on our dealer diversity partners to provide services. We plan to offer this partnership through OMNIA. While OFS Brands manufactures the products, the dealers serve as our subcontractor to provide an array of services including installation, design, reconfiguration, asset inventory management, reupholstery, and storage. Our dealer diversity partners nationally are all categorized as small businesses by the SBA.

OFS Brands has 16 dealers that are certified as Texas Historically Underutilized Businesses (HUB). The certificates were verified through <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do> which is the site of Texas Comptroller of Public Accounts and the desk of Glenn Hegar with signatures from Paul Gibson and Laura Cagle-Hinojosa. Additional certifications were provided by the South Central Texas Regional Certification Agency.

1. Workplace Resource LLC
2. Texas Wilson Office Furniture
3. Nelson Interiors LLC
4. Office Source LTD- Austin
5. Office Source LTD- San Antonio
6. Facility Interiors Inc.
7. Shelton- Keller Group Inc.
8. Total Office Solutions
9. G.L. Seaman & Company
10. Navajo Office Products LLC
11. Ables-Land Inc.
12. BKM Total Office of Texas LLC
13. Built for Dreams Inc. (listed at State web site as HUB, certificate not received)
14. Austin Business Furniture
15. Kay Davis Associates LLC
16. Intelligent Interiors Inc.

#### ofs.com

1204 East Sixth Street  
Huntingburg, IN 47542  
800.521.5381



## Diversity Program

Please note that the services accessible through our partnership will be offered to OMNIA at the same pricing available from OFS Brands.

**ofs.com**

1204 East Sixth Street  
Huntingburg, IN 47542  
800.521.5381

**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

DOC #5 Special Conditions

DOC #6 Questionnaire

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond.



## Addendum 2. Appendix C. Document 7

**DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond.**

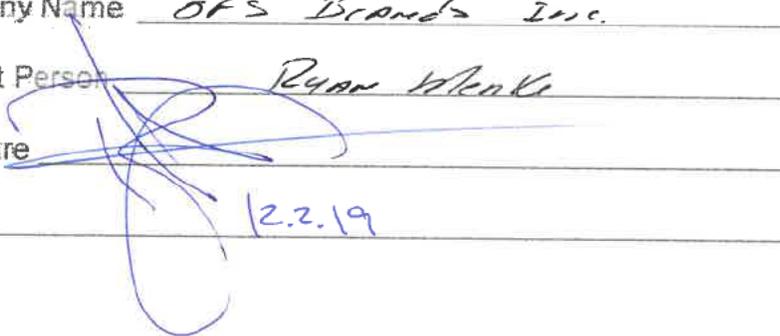
**OFS response to this RFP does not include construction/reconstruction/renovation and therefore a bond is not included.**

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name OFS Brands Inc.

Contact Person Ryan Menke

Signature 

Date 12.2.19

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist