Region 4 Education Service Center (ESC)

Contract # R191819

for

Furniture, Installation and Related Services with

ASSA Group, Inc. dba Enwork

Effective: September 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and ASSA Group, Inc. dba Enwork effective September 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 September 1, 2020 by and between ASSA Group, Inc. dba Enwork

("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) <u>Scope</u>: 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) <u>Commencement of Work</u>. 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) <u>Entire Agreement (Parol evidence)</u>. 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) <u>Assignment of Contract</u>. 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) <u>Contract Alterations</u>. 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) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. 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) <u>Delivery/Service Failures</u>. 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) <u>Standard Cancellation</u>. 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) <u>Licenses</u>. 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) <u>Survival Clause</u>. 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) <u>Delivery</u>. 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) <u>Inspection & Acceptance</u>. 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) <u>Payments</u>. 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) <u>Audit Rights</u>. 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) <u>Discontinued Products</u>. 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) <u>Warranty Conditions</u>. 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) <u>Site Cleanup</u>. 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) <u>Site Preparation.</u> 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) <u>Safety measures.</u> 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) <u>Smoking</u>. 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) <u>Funding Out Clause.</u> 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) <u>Indemnity</u>. 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) <u>Certificates of Insurance</u>. 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) <u>Legal Obligations</u>. 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) <u>Tariff Surcharges:</u> 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	ASSA Group, Inc. dba Enwork			
Address	12900 Christopher Drive			
City/State/Zip	Lowell, MI 49331			
Telephone No.	1.800.815.7251			
Email Address	breame@enwork.com			
Printed Name	Brandon Reame			
Title	VP, Sales & Marketing			
Authorized signature	Bela reeme	· · · · · · · · · · · · · · · · · · ·		
Accepted by Region 4 ESC:				
Contract No. R191819	=			
Initial Contract Term_September	er 1, 2020 to April 30, 2023			
Manut Bass Board Member 8/25/2020 Date				
Margaret S. Bass	s			
Print Name Linda Timerman 8/25/2020				
Region 4 ESC Authorized Boa	ard Member	Date		
Linda Tinnerman Print Name				
i inici Namo				

SOLICITATION NUMBER 19-18 Furniture, Installation, and Services

Response to proposal from Region 4 Education Service Center

From: ASSA Group, Inc. dba Enwork 12900 Christopher Drive Lowell, MI 49331

Contact Person:
Brandon Reame
VP, Sales & Marketing
Mobile: 616.510.0578
breame@enwork.com

ENWORK

Tab 1 – Draft Contract and Offer and Contract Signature Form



APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of Decembr 9th , 20 19 by and between						
ASSA Group, Inc. dba Enwork	("Contractor")	and Regi	ion 4	Education	Service	Center
("Region 4 ESC") for the purchase of	Furniture, Installat	tion, and Rel	ated Se	ervices		("the
products and services").						==77

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 19-18 for Furniture ("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.

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- 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.

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- 19) <u>Discontinued Products</u>. 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) <u>Warranty Conditions</u>. 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) <u>Site Cleanup</u>. 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) <u>Site Preparation.</u> 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) <u>Safety measures.</u> 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) <u>Smoking</u>. 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) <u>Certificates of Insurance</u>. 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) <u>Legal Obligations</u>. 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) <u>Tariff Surcharges:</u> 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	ASSA Group, Inc. dba Enwork	
Address	12900 Christopher Drive	
City/State/Zip	Lowell, MI 49331	
Telephone No.	1.800.815.7251	
Email Address	breame@enwork.com	
Printed Name	Brandon Reame	
Title	VP, Sales & Marketing	
Authorized signature	Bela Reeme	
Accepted by Region 4 ESC:		
Contract No	_	
Initial Contract Term	to	
Region 4 ESC Authorized Boa	ard Member	Date
Print Name		
Region 4 ESC Authorized Boa	ard Member	Date
Print Name		

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:

Ц	Oneror 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	Exception/Proposed Modification	Accepted
	Specification		(For Region 4
			`ESC's use)
Section 14 Page 4	Delivery	Most Enwork products are built to order, Average Leadlime is 4-6 weeks, Leadlimes are published regularly online at https://www.enwork.com/resources/dealer-support	
Section 16 Page 4	Payment	Standard terms are Net 30. We prefer to follow this.	
Section 11.a Page 3	Cancellation for Non-Performance	Exception would be that any products produced, but not shipped or paid for by the customer/agency would remain the property of the Contractor.	
Section 11.c Page 3	Delivery/Service Failures	Enrank may request samples, photos, or videos demonstrating the detect before further action. No merchandise sha returned or scrapped without prior approval form Enranck. All unauthorized returns may be returned by Enranck and returned to the couldness. Closels or returnstrement will be sent, essued for the original purchase price ar applicament will be sent, esserters the right to request the return of any or all of the defective products. Enranck also reserves the right to request the return of any or all of the defective products. Enranck also reserves the right to repair in the field with an Enranck-periodist repair team.	iro#d
Section 15 Page 4	Inspection & Acceptance	All products are built to order. Enwork will stand behind its comprehensive 12-year limited warranty. All returns must be authorized by Enwork before further action is taken. Enwork reserves the right to repair defects in the field with an Enwork provided repair team.	
Appendix C, DOC #5, Section 2, Page 10.	Equal Employment Opportunity	Enwork takes great pride in a healthy workplace culture. Discussion or sharing of compensation or other benefits among employees is prohibited. Enwork reserves the right to discharge or reprinted employees that violate this.	
Appendix C, DOC #5, Section 4.c, Page 12	Davis Bacon Act and Copleland Anli-Kickback Act	Enwork pays employees every two weeks.	

ENWORK

Tab 2 - Products & Pricing



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.

Enwork is submitting the full V15 Commercial Pricelist, which includes all commercially available products.

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 #) Part Numbers will be the same.
- Description
- · Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

All prices include freight, when orders are over \$1,500 net.

Discounts are by order size, as follows:

\$0 - \$30,000 list: 58% \$30,001 - \$60,000 list: 63% \$60,001 - \$120,000 list: 64% \$120,001+: 65%

Please note; we have improved these discounts compared to the current R142204 contract. The second, third, and fourth tiers have improved by one percentage point, making pricing even more competitive.

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.

The provided discount tier applies to all products in the V15 commercial pricelist.

- iv. Describe any shipping charges. i. Describe delivery charges along with definitions for:
- 1. Dock Delivery
- 2. Inside Delivery
- 3. Deliver and Install

Pricing and discounting includes shipping and Dock Delivery. Inside Delivery and Installation is to be quoted by the servicing dealer.

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

Parts and Labor are covered on all products, as described in the warranty, as outlined below.

Exclusive 12 Year Limited Warranty

Enwork warrants that the goods shall be free from defects in materials or workmanship for a period of twelve (12) years except as follows. Chairs are warranted for single shift, standard commercial usage, defined as a standard 8-hour work day, five days a week, when the product is used by a person weighing less than 250 lbs, unless otherwise noted. Taper edge (contour laminate) worksurfaces, lighting, height-adjustable tables, monitor arms, electrical components, pneumatic cylinders, locks, drawer slides, and glides are warranted for a period of five (5) years. Casters are warranted for a period of one (1) year. There is no warranty for "self-edge" chipping or peeling, or on refrigerators.

Upholstery fabrics, vinyl, and polyurethanes are warranted from defects in material and workmanship for five (5) years except for Pixley, Milan, Capri, Ardi, Reko, and Monaco chairs which are warranted for three (3) years. Customer's own materials (COM) are not covered by this warranty. Consult with upholstery materials suppliers for performance criteria and suitability of individual materials. Textiles and laminates are sold subject to minor variations of color. Since textiles vary in weave, thickness and memory, some creasing and/or gathering may occur during the upholstery application process. Because leather is a natural product, variations of texture are common and should be expected.

This warranty excludes any type of misuse, abuse, as well as ordinary wear and tear.

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Enwork will, at its option, (a) repair the affected product at no charge, (b) replace the affected product at no charge with a new or refurbished product of comparable function, performance, and quality, or (c) refund the original purchase price for the affected product if repair or replacement is not commercially practicable or cannot be completed in a timely manner.

This warranty applies solely to the original Buyer with the period starting on the date of shipment, and only for products shipped to and sold for use in the U.S. and Canada. This is Enwork's sole and exclusive warranty, and the Buyer waives all others.

The foregoing warranty shall not apply to damage caused under the following circumstances: (a) damage caused during shipping (this will be handled under separate terms); (b) modifications or attachments to the product that are not Enwork approved; (c) products that were not installed, used or maintained in accordance with product instructions and normal industry practice; (d) products used for rental purpose; (e) damage caused by misapplication of cleaning product; (f) natural variations in wood grain, color, texture, figure, or the presence of character marks; or (g) changes in surface finishes due to aging or exposure to light; or (h) damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds, damage from sharp objects, or imprinting from writing instruments. If a damaged product is repairable, Enwork may, at its option, permit the Buyer to repair the item and Enwork will issue a credit to the Buyer in accordance with Enwork's repair allowance schedule.

Warranty Disclaimer. Enwork expressly and unconditionally disclaims any and all warranties, express or implied, including but not limited to any warranties of fitness for a particular purpose or merchantability, or warranties based on oral representations from Enwork's personnel or agents, affirmations, models, drawings, samples, promotional literature whether in print, on the internet or in any other format or media.

Limitation of Liability. Enwork's maximum cumulative liability to buyer shall not exceed the purchase price of the goods claimed defective. In no event shall Enwork be liable for any indirect, incidental, special or consequential damages of any type or kind, including but not limited to lost profits, lost business opportunities or lost goodwill, relating to the goods sold hereunder, their installation or use, whether in contract, tort pursuant to statute or otherwise, even if Enwork has been advised of the possibility of such damages.

Indemnity. Buyer shall indemnify and save Enwork harmless from and against all claims of any type or kind for personal injury or property damage, including all costs and attorney's fees, made or alleged as a result of Buyer in any way or manner incorporating or installing any item purchased herein into another product manufactured, assembled, sold or marketed by Buyer.

No Design or other services provided. This agreement involves the sale of goods only. Buyer does not hire Enwork to perform any design services or for the production of any drawing or other media relative to the goods sold pursuant to this Agreement or Buyer's end product. To the extent that Enwork offers any advice or produces any drawings or other media, Enwork does so as a courtesy to the Buyer and Buyer agrees that it will not rely on such advice, drawing or other media and Enwork shall not be liable for any matter arising from such advice, drawings or other media. Buyer shall have no recourse against Enwork for any services of any type or kind. Buyer shall be solely and exclusively responsible for use and/ or installation of all items purchased herein. The items sold herein are based on Buyer's descriptions and Buyer bears sole responsibility for ensuring that the products sold meet Buyer's needs and expectations and are suitable for Buyer's intended use. Enwork is not responsible for Buyer's inaccurate or inadequate design or Buyer's furnishing of incorrect information.

Correction of Errors. Enwork shall have the right to correct any errors, whether clerical or mathematical, which are contained in this Agreement or any term sheet or invoice.

Disputes. All disputes of any type or kind, shall be determined by a court of competent jurisdiction which is situated in Kent County, Michigan. Buyer irrevocably consents to such exclusive venue and jurisdiction.

Miscellaneous. Buyer shall not assign any rights under this Agreement without the prior written consent of Seller. Failure to exercise any rights under this Agreement shall not constitute a waiver and a waiver on one occasion will not constitute a waiver of the same item on any subsequent occasion. No waiver or amendment to this Agreement shall be effective unless it is in writing and signed by authorized representatives of both parties. Paragraph headings are for reference only and are of no legal force or effect. All notices shall be provided to the addresses set forth in this Agreement and if none is provided, to the party's resident agent in the state of incorporation or organization. This Agreement shall be governed by the law of the State of Michigan without regard to any conflicts of law principles. Wherever possible, all terms shall be interpreted consistently. In the event of a conflict with regard to price, payment terms or delivery, the typed provisions on a separate or attached term sheet shall control over the printed provisions on this Agreement. For any other conflict, these Terms and Conditions shall control. No usage in trade shall create a conflict with the terms of this Agreement. Seller reserves the right to correct any typographical errors anywhere in this Agreement. A facsimile signature or a legally valid electronic substitute for a signature shall bind Buyer. If any provisions are determined to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

Entire Agreement. This is the complete and exclusive statement of the terms and conditions relating to the subject matter of this Agreement and all negotiations and representations, if any, made prior to the execution of this Agreement are merged into this Agreement. Seller shall not be bound by any agent's or employee's representations, promises, or inducements not set forth in this writing unless such representation, promise or inducement is set forth in writing, dated subsequent to this Agreement, and signed by an authorized officer of Seller.

vi. Describe any return and restocking fees.

Product Issue Instructions

Shipping Damages and Claims

Should you receive any portion of a shipment in damaged condition, either apparent or concealed, it is the duty of the customer to note any suspected damage on the carrier's delivery receipt, to accept the damaged goods, and to contact Enwork immediately to begin the freight claim process. Do not install damaged product. All damaged product and packaging must be retained until the freight claim is settled. Failure to retain damaged product and packaging will result in a transfer of liability from Enwork to the customer. Enwork will not warranty custom one-piece tops over 96" from freight damage. Concealed Damage: Enwork has 15 days from receipt to file a concealed damage claim with the

carrier. Failure to report concealed damage to Enwork within 10 days of receipt will result in a transfer of liability from Enwork to the customer. All returns and allowances requests/questions can be submitted to info@enwork.com.

Defective Products

Enwork may request samples, photos, or videos demonstrating the defect before further action. No merchandise shall be returned or scrapped without prior approval from Enwork. All unauthorized returns may be refused by Enwork and returned to the customer. Credit or reimbursement will be issued for the original purchase price or a replacement will be sent. Enwork reserves the right to request the return of any or all of the defective products. Enwork also reserves the right to repair defects in the field with an Enwork-provided repair team.

Repair Authorization

Requests for Enwork funded repairs by Enwork dealers must be submitted in writing prior to repair work. Repairs made without Enwork's consent will not be funded. Repair costs for warranty or defect issues must be reasonable.

Credit for Returned Goods

Credit will not be honored for returned merchandise until all returned goods have been checked by the Enwork Quality Control Division and confirmed to be defective.

Pricina

Prices in this Price List are United States list prices and include freight (subject to minimum order quantities) within the continental U.S. and to most of Canada, Canadian market orders can be invoiced and paid in U.S. or Canadian dollars. Enwork's USD:CAD conversion rate is posted on www.enwork.com and typically updated quarterly. Canadian market orders must specify USD or CAD on the order. The Canadian Dollar price will be based on the conversion rate in effect at the time the order is received. For convenience, the exchange rate and GST will be included as separate line items on order acknowledgements and invoices.

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.

For orders over \$250,000 list, additional discounts are available. Discounting will be based on product mix, ship-to location, and overall project timing. Please contact Brandon Reame, VP Sales & Marketing for more information. Mobile: 616.510.0578 and breame@enwork.com.

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

Contract discounting is publicly available at https://www.enwork.com/resources/contracts/national-ipa/. Additionally, the Enwork Customer Care and Sales Teams are authorized to provide this information. Contract pricing will also be verified and reflected on purchase order acknowledgements. Enwork Sales Reps and Dealers have a summary document that clearly articulates these details.

ix. Describe payment methods offered.

Enwork accepts payments by ACH and check.

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.

Enwork reviews and adjusts pricing every 12-18 months, or as economic conditions change. In order to offer consistently competitive pricing, Enwork adjusts list prices by model number, instead of a flat % increase. As such, a new commercial pricelist is launched to reflect these changes.

While Enwork will not change the sales discount percent during the term of the contract, it is our intent that the most current commercial pricelist is always offered on contract, at minimum, every 12 months.

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

Future products will follow the same discount tiers.

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.

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Tab 3 – Performance Capability & Appendix D



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.

Enwork is a classic American small business success story. Much has changed since we were established in 2003 in our founders' basement office, but our dedication to service and value remains steadfastly in place.

In 2003, Kelli and David Powell had a concept for a company that could provide cost-effective work surfaces to furniture dealers, along with unmatched customer service. They mortgaged their family home to make it happen.

Today, Enwork remains committed to evolving with our customers. We take pride in making custom solutions accessible to clients of all sizes, and many of those ideas go on to inspire improvements in our own product lines.

In addition to being recognized as the market leader in tables, Enwork has made a name for ourselves with innovative benching environments, steel desks and storage, laminate and wood casegoods, support furniture, ergonomic products and accessories, and seating.

Our history of outstanding value, rapid product development and unparalleled customer service has resulted in a fast-moving company that provides smart solutions for emerging and custom applications.

B. Total number and location of sales persons employed by Supplier.

Enwork leverages one of the best independent sales networks in the industry. This network includes 26 Sales Rep Organizations that employee approximately 140 individual Sales Reps across North America. These Sales Representatives call on authorized dealers, architect & design firms, as well as end-users and government agencies. Most Rep Organizations have a showroom and office within their market, as well as sales support and administrative staff.

C. Number and location of support centers (if applicable) and location of corporate office.

Enwork's main office and production facility is located in West Michigan, at 12900 Christopher Drive, Lowell, MI 49331.

A permanent showroom is located at the Merchandise Mart in Chicago, IL. Suite 11-118.

Additionally, Enwork is featured at the showrooms of our Sales Reps, in the following cities:

Boston, MA

Atlanta, GA

Denver, CO

New York, NY

Minneapolis, MN

Salt Lake City, UT

Philadelphia, PA

Detroit, MI

Vancouver, British Columbia

Washington, DC

Dallas, TX

Toronto, Ontario

Charlotte, NC

Houston, TX

Da Annual sales for the three previous fiscal years.

2016: \$42,398,00

2017: \$43,754,000

2018: \$55,697,000

E. Submit FEIN and Dunn & Bradstreet report.

EIN: 20-4467006

DUN Code: 166580121. We do not subscribe to D&B and do not have a report to share.

F. Describe any green or environmental initiatives or policies.

From the processes and materials used in our products to supply chain and waste stream management, Enwork is committed to environmental stewardship. Some of the ways we create more sustainable products include:

- Nearly every product meets or exceeds SCS Indoor Advantage Gold for off-gassing and indoor air quality
- Wood cores have ISO 140001 certification and are made from 98-100% post-industrial recycled contents
- Wood cores have been granted Environmentally Preferable Product Certification by the CPA relating to their formaldehyde emissions,
- which are less than 0.09 PPM (CARB phase 2) meeting the current California Air Resources (CARB) and EPA TSCA
- Title VI requirements.
- Maximize the use of recycled and FSC-compliant content
- Optimize raw materials to reduce waste and recycling as much scrap as possible
- Take steps to eliminate VOCs and solvents in manufacturing. Most products are certified to the SCS Indoor Advantage Gold standard
- Seek suppliers within a 45-mile radius of our manufacturing facilities to minimize impacts to the environment
- G. Describe any diversity programs or partner's 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.

Enwork regularly transacts with minority-owned dealers within local markets. Enwork is an equal opportunity employer with a public affirmative action policy.

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.

N/A

I. Describe how supplier differentiates itself from its competitors.

Since its founding in 2003, Enwork has experienced double-digit growth, significantly outpacing most competitors in the industry. There are several factors that contribute to this success, including:

- Market relevant products and price points. Enwork is focused on developing products that are needed in the marketplace, with excellent design and affordable price points. The overall value of Enwork products (price and performance) is outstanding compared to others
- Sales support. A team of 14+ designers specify and quote products every day, taking the guesswork and risk out of selecting products and meeting codes. Enwork employs Inside Sales Managers and a Major Order team to ensure orders are executed flawlessly
- <u>Strategic Vertical Integration</u>. Enwork produces most components and products itself, which allows for faster product development, faster lead times; and more competitive and controllable costs. We are able to pivot on a dime in order to accommodate customer requests.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

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.

ASSA Group, Inc. dba Enwork is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

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

Enwork offers an extensive variety of conference tables, training tables, workstations, storage, and accessories. A list of collections by product type is below:

Conference Tables

- o Adventure: Industrial modern design with exposed-ply wooden base and metal features
- o Zori: Beautifully cast aluminum foot and extruded aluminum upright. Subtle lines create a contemporary and timeless aesthetic
- o Equilibrium: One of the most innovative conference tables on the market. Supports surface up to 20' wide, including glass and quartz.
- o Foundation: Laminate panel-base table is budget-friendly and accommodates a variety of technology
- o Stealth: Extruded aluminum accents add visual interest to this panel base conference table series
- o Ebench: Precision tooled frame and ¾" surfaces create a light-scale yet sturdy product
- o Sawhorse: Incredible value and very sturdy in a simple package. Easy to customize table sizes.
- o Concurrence: Extruded aluminum details add visual interest to this panel base series
- o Lugano: Electric height adjustable conference table
- o Impression, Sensation, Solano: A variety of base configurations creates a "can do it all" table platform.
- o Statement: Made from 2 ¼" thick exposed-ply wood, this table makes a statement in any space.
- o Value: A variety of base configurations when speed and budget are top priority.
- Power-Edge: tamper-resistant and fully integrated power/data option for most conference tables

Training Tables

- Zori: Incredibly comprehensive education/training platform with 27+ different product models.
 Enwork's lowest priced, and newly designed collection. Includes lecterns, podiums, and technology stands
- o Apron: Simple parson's base design assembles in minutes.
- o Ritz: dense, inline nesting training table series
- Sensation, Solano, Impression: extensive range of T, C, and Y foot configurations, includes monitor lift tables, laptop storage tables, and lecterns.
- o Sawhorse: Incredible value and very sturdy in a simple package. Easy to customize table sizes.
- Value: A variety of base configurations when speed and budget are top priority.

Height-Adjustable Tables

- Solano: an extensive collection of electric and crank-height adjustable tables for training and workstation applications
- Lugano: electric height adjustable conference/team table for collaborative sit/stand environments

Team Tables

- o Adventure: Industrial modern design with exposed-ply wooden base and metal features
- o Landing: panel-base construction for incredible durability and value

Presentation Tools

- o Concurrence Video Sharing Tables: Complete table and wall-panel solution designed for video conferencing
- o Zori Lecterns and Command Centers: Full range of lecterns, teacher desks, white boards, and monitor stands for presenting

Open Plan / Benching

- o Ambition: post & beam product brings power to open plan workstations. Can span up to 36' with two supports, for a clean, uncluttered aesthetic. Pairs with Solano electric bases.
- o XTB4: linked benching solution with fully integrated power/data management. Electric heightadjustable.
- o Grid: Fixed and adjustable height work stations. Fabric, glass, and acrylic privacy screen options
- o eBench: A dense, seated-height workstation product. Tops slide open to provide access to power and data

Seating

- Enwork offers an extensive range of task, conference, lounge, and guest/stacking products. Most of which ship in 48-hours or less.
- 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.

Enwork leverages its 140+ Sales Reps and over 1,200 authorized dealers to bring products to market in nearly every city across North America. Enwork Sales Reps live in most primary and secondary markets throughout the country, and have personal relationships with nearly every dealer. Additionally, Enwork's CEO/Owner, President, VP Sales & Marketing, and Market Managers travel regularly to most markets in order to build and cultivate customer relationships. The OMNIA contract is incredibly important to Enwork is always a talking point with customers.

We utilize a variety of shipping methods and carriers to transport product including, but not limited to USF Holland, UPS, FedEx, ConWay, and Zip Xpress. Primary means of transportation is Full Truck Load and LTL, however air freight and overnight delivery services are utilized when needed to meet deadline requirements. Prior to shipping, product is packaged securely to minimize potential freight damage and contents are labeled so that easy identification can take place. We continue to pursue excellence in shipping standards and invest where needed to improve product labeling and packaging.

Enwork will rely on its Dealer Network to provide ancillary services such as delivery and install for the tenure of this contract. Coordination of deliverables on an order would take place between an end-user and/or dealer, and the Enwork team (Enwork Customer Care and Sales Rep).

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.

All orders are audited immediately upon receipt at Enwork. Discounting and pricing are the first aspects that are reviewed. All contract orders are processed with a Special Price Agreement (SPA) number, which is applied at time of order, and always associated with orders as they are processed. This also allows Enwork to search for all orders that are part of the contract, run sales reports, and pay the appropriate administrative fees. The SPA number is included on all contract summary documents, and is something our sales reps and dealers are in the habit of using.

Enwork accepts orders from only two ways, dealers and end-users. 97% or more of our orders are from dealers, and the balance are from end-users and government agencies.

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

As the manufacturer, Enwork takes 100% responsibility for manufacturing and order fulfillment. Orders are shipped via full truck loads, pre-approved LTL carriers, and occasionally expedited/air-freight. In nearly every case, we rely on a local dealer partner for final delivery, installation, and ongoing service.

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

Enwork is expanding its main headquarters and manufacturing facility, nearly tripling its total square footage. This multi-million-dollar investment will allow all warehouses and operations facilities to be consolidate to the one main location, based in Lowell, MI.

Enwork primarily sells through authorized dealers, which are located throughout North America. A summary of number of dealers by state is below.

Alaska, 1 Alabama, 11 Arkansas, 4 Arizona, 17 California, 145 Colorado, 23 Connecticut, 10 Washington D.C., 5 Delaware, 1 Florida, 51 Georgia, 53 Hawaii, 9 lowa, 9 Idaho, 8 Illinois, 32 Indiana, 33

Kansas, 8 Kentucky, 20 Louisiana, 6 Massachusetts, 23 Maryland, 39 Michigan, 59 Minnesota, 10 Missouri, 22 Mississippi, 5 Montana, 8 North Carolina, 22 North Dakota, 1 Nebraska, 2 New Hampshire, 1 New Jersey, 14 New Mexico, 6

Nevada, 4 New York, 89 Ohio, 60 Oklahoma, 7 Oregon, 12 Pennsylvania, 48 Rhode Island, 3 South Carolina, 11 South Dakota, 1 Tennessee, 19 Texas, 73 Utah, 27 Virginia, 31 Washington, 32 Wisconsin, 21 West Virginia, 2

A complete list of authorized dealers, included below.

2010 Office Furniture 310 Procurement, LLC

360 Office Solutions (Multiple Locs in MT)

4orm Studio

8 x 8 Office Furniture And Design

A. Hickman Design LLC A. Pomerantz & Co.

AAA Business Supplies & Interiors

AAA Office World

abi - American Business Interiors

Ables-Land, Inc.

ABM Office Solutions, Inc Accent Commercial Furniture ACI - Atlantic Corporate Interiors

Acisco, Inc Adaptable Office Advanced Off Env -PA

Advantage Office Solutions (Advantage Office Products, Inc)

Advent Business Interiors Affordable Business Interiors

Agile Interiors

Al Corporate Interiors, Inc (loc's in AL & TN)

Air Force Research Laboratory

AIRFA

Aladina Marketing Internatinal LLC ALAN DESK BUSINESS INTERIORS INC.

Alaska Business Interiors, LLC (AK Business Interiors)

Albany Medical Center Alexander Brothers, Ltd Alfred Williams (All Locations)

Alianza Services LLC Align 1 Solutions, LLC

All Makes Office Equipment Co.

All Office Design LLC

All Systems Go Office Furniture Allan Shaivitz Associates Alliance Corporate Services, Inc.

Allor Group-REP Allstate Office Interiors

Allsteel Inc.

Allwest Furnishings Ltd Alternative Office Solutions

AMC Transfer, Inc.

American Business Interiors, Inc (IL)

American Design Associates

American Interiors American Office

American Office Products (MN) AMO Office Furniture LLC Anderson Interiors, Inc.

AOC

AOE of Florida, Inc. (dba BOS Orlando)

AOI & BOS Roselle AOLI-Norcross LLC APG Office Furnishings Applica Solutions Inc. Arbee Associates -MD & NJ

Arenson

Arizona Office Liquidators

Arnold and Associates Interior, Inc.

Arthur P. O'Hara, Inc.

ASC Advanced Systems Consulting Associated Office Systems (AOS) Atlanta Business Products Inc. Atlanta Office Furniture (2 Loc's in GA)

Atlas Enterprises

Atmosphere Commercial Interiors-MULT LOCS MN, WI, AZ

(Formerly Target Commercial Interiors)

ATS / Alcyon Technical Services Aura Office Environments Inc. Austin Business Furniture

Austin Business Furniture, Furniture For Business, CRG

AWE Corporate Interiors A-Z Office Resource, Inc. B & H Office Solutions B + C Office Interiors Back Care Basics, Inc.

B-AG Contract (Beaux Arts Group) - Multiple Locations

Baker Street Office Furnishings Baldwin Design Group, LLC dba 45 Design

Ball Office Products **BAM Office Interiors**

Barefield / Workplace Solutions (6 loc's in MS) Barefield Workplace Solutions (6 loc's in MS) Barren County Business Supply Inc. - bcbs

Barth Associates **Bassett Office Supply** Battelle for the US DOE

Bauhaus

BBI - Beau Bureaux Interiors

BC Interiors

BE - Business Environments

Beaux Arts Group - Multiple Locations

BEC (Business Equipment Co) **Beck Total Office Interiors**

Beck Total Office Interiors (NM, CO, WY)

Bellia Office Furniture

Benjamin Roberts Office Interiors

Best Source Office Supplies dba ADA Business Supplies (3

locs in NY)

Better Source Liquidators BHC Office Solutions, Inc. Bialek Environments B-I-L Office Furniture, Inc.

BINW/Catalyst Workplace Activation (Loc's in WA (2), AK (1)

Birdseye Office

BKM Office Environments - Ventura, CA

BKM Officeworks, LLC (San Diego, Commerce CA)

BKM Total Office of Texas Blackburn Office Equipment

Blackburn Office Furniture & Design LLC Blackburn Young Office Solutions BLAIR'S atWork Office Furniture blaisdell's Business Products Blankenship Associates, Inc.

Blue Skies Furniture **BNB Systems**

BOCES2

Boomerang USA Inc.

Brad Richardson, LLC dba Office Furniture Team Brennan's Office Interiors (LOC'S IN PA & DE)

Brigham Young University - Utah Broadway Furniture Group

Brodwill, LLC

Brontman's Corporate Dimensions Brooks Corning Company Ltd. **Brothers Business Interiors** Bruce Longhino Group-REP Brutzman's Office Solutions

Buffalo Office Interiors

Buffalo State College Foundation

Building Block Interiors, Inc (formerly Business Interiors)

Building Service Inc. - bsi

Built for Dreams

Bulldog Office Products (Officeplan)

Burgess Interiors Burke & Michael, Inc. Burke Design Group Burns Associates-REP Business Environments - NM Business Environments, LLC Business Furnishings & Design

Business Furniture Inc. / bfi Locations in NJ (2) & NY (1)

Business Furniture, LLC

Business Furnishings, LLC

Business Interiors

Business Interiors (Multiple Locations including HST Corp

Interiors, LLC) **Business Transition 360** Buy Rite Office Furnishings

byrdwaters Design

C. I. Group (Previously Corporate Interiors - FL)

C.E.D. Solutions C.S. Office Interiors

Cal Bennetts / All Ways Moving

Campbell Advertising & Design, LLC / dba 360 Degrees / dba

Grain Gloss

Campbell Keller Environments at Work Capital Area Development Authority

Capital Office Furniture Inc. Capitol Business Interiors Carolina Furnishing + Design Carolina Office Xchange LLC Carrollton Office Equipment

Carte Partners Carter Design Group Catalyst (Archi.txture)

Catalyst Workplace Activation (Loc's in WA (2), AK (1) (BINW)

Cazador, LLC

CBI (Contract Bus Interiors) ALL

CBI (Contract Bus Interiors-formerly Carolina Business

Interiors (ALL)) **CBI** Group CCG

CDA - Washington

CDI Spaces Inc. (have 2 locations - Edmonton, Calgary) CDS (Commercial Design Services - Multiple Loc's)

cfa - Contract Furniture Alliance

CFI - Corporate Facilities Inc. (Multiple Div - PA, NJ, DE)

CFO - Corporate Furniture Options cfr (Corporate Furniture Resource)

Chairlines Ltd

Chameleon Business Interiors Ltd.

Chapman Office Interiors Chapman Workspace Inc. Charlene Neal Purestyle Charleston Commercial Interiors Charlie's Office Furniture Inc.

Charlotte Supply Company Chase Associates, LLC

Choctaw Nation of Úklahoma Corporate Furniture Options CI Group / Corporate Interiors, Inc. - (5) FL locations, (1) LA, Corporate Furniture Solutions (1) SC Corporate Interior Concepts CI Select / Corporate Interiors Corporate Interior Systems CIS (Contract Interior Services, Inc.) Corporate Interiors (1 loc DE, 2 loc's PA) Citron Workspaces (Source Office & Technology, Multiple Corporate Interiors Inc. Loc's in CO) Corporate Outfitters, Ltd. City of Griffin Corporate Source of Colorado, Inc. City of Johns Creek Corry Contract Classic Office Interiors COS Business Products & Interiors CMax Designs COS-Corporate Office Specialists, LLC CME Corp. Costigan & Sons coDesign County of Loudoun COFCO/Commercial Office Furniture Co. (Location in PA & Craftwood Industries -Customer MD) Crawford & Co. COL Create Your Space with Class, LLC (Formerly Class COI - Inside Source Commercial Furnishings and Interiors) COI - San Jose Creative Color Art Creative Business Interiors (2 locations) Commercial Furniture Interiors, Inc. Creative Business Interiors-NC Commercial Furniture Services Creative Environments LLC Commercial Interior Services of St. Louis Creative Furnishings & Design Commercial Office Environments Creative Office Interiors Commercial Works -OH Creative Office Interiors - CT Creative Office Interiors, Inc. Common Sense Office Furniture Community Products, LLC / dba Community Playthings / dba Creative Office Pavilion (Multiple Divisions) Rifton Equipment Creative Office Solutions Compass Office Solutions Creative Office Solutions & more Complete Furniture Solutions, LLC Creative Office Solutions, Inc. Complete Office Furniture - WA Crest Office Furniture Complete Office of Wisconsin (Formerly Bubrick's Complete CRG - Contract Resource Group Complete Office of Wisconsin dba Emmons Business Crosley Resource Group Interiors (EBI) CTI Working Environments Complete Office Supply, Inc. dba Offisource Cubicles Conceptos Corporativas de Mexico Cubicles.net LLC Conklin Office Furniture Cultura Connecting Elements, Inc. Culver - Newlin/McMahan Business Interior Consultants and Builders, Inc. Custer Inc. (Loc's in MI & IN) Contemporary Business Interiors, LLC Custer Office Environments Contemporary Office Interiors/COI CWC Contemporary Office Interiors/COI (Multiple Locations) D & R Office Works, Inc. Continental Office (All Divisions - (2) OH, (1) PA) D+B Group Continuum Office Environments, LLC D2P, LLC Contract Associates Dallas Desk Contract Furnishings Dancker Locations in MD(2) & NJ(1) Contract Furniture, Inc. Dancker (formerly USBI -MD) Locations in MD(2) & NJ(1) Contract Office Group (COG) Davies Office Contract Resource Group, Inc. - WA Davis & Davis Interior Design Co. Contract Resource Group, Inc. dba FreeForm Interiors - WA Davis Office Furniture Contract Source, Inc. DBI.....WE DO OFFICE **CORE Business Interiors** DCPC Holdings, Inc / dba OFS Dallas Core Office Interiors (Locations in Austin & Houston) De Clerca Office Group Cornell University Debi Carson Corner Office Debner & Company Workspace Solutions Cornerstone Interiors Inc Decker Ross Interiors (dba DR Design Group LLC) Corporate Business Interiors - Newport Beach Corporate Concepts Dekalb Office Corporate Design Choice

Corporate Design Interiors

Corporate Environments (Office Liquidators)

Corporate Environments (One Point, Inc.) - PA (Mult. Loc's)

Delaney & Associates, Inc. (Delaney Brothers)

Delaware River Joint Toll Bridge Commission

Delano Design LLC

Department of Juvenile Justice

DePiano Interiors

Dept of Veterans Affairs Medical Center Dept. of Veterans Affairs Medical Center Dept. of Veterans Affairs Medical Ctr-Ann

Desert Business Interiors Design Central LLC

Design House, Inc.

Design Source / WES RUS LLC - REP

Design Space Studios Design Specialists, Inc.

Design Tech (Interior Design Services, Inc.)

Desks Inc. of Utah

Details

Detroit Pencil Company

DeWys-Customer

Direct Commerce Group / dba Office Designs

DIVERSIFIED SERVICES (BDA) LTD. DKI Office Solutions / Data K Inc.

DNI Ventures Inc., dba Dayton Business Interiors (DBI)

Doubleday Office Products

Douron, Inc.

Downs Design Group, Inc.

dPOP!

Duet Resource Group

Duet Resource Group (Loc's in WI, NE, & IA)

Dupler Office (Workspace Ohio LLC)

Dynamic - Vendor

E Tu HQ

Easley & Rivers

Eaton Office Supply Co.

Edge Office

Edge Office Products

Edgeid / Edge Interior Design LLC

Edson-Neil Inc.

Educational Furniture

EFC - Enterprise Furniture Consultants

EFS

Eikenhout

Elements IV Interiors

Flonted

EM & N Marketing dba Quality Office Environments

Emblemax Corporation Empire Office, Inc. Encore Office Interiors Enriching Spaces Entrada Design, Inc.

Environments

Environments / Corporate Environments of Oregon Inc.

Environments 4 Business Environments at Work

Enwork

EOE Furniture

EON

Ergonomic Seating & Products, Inc.

Eric D. Sitzenstatter

Ethosource

EvensonBest LLC-MD

Evergreen Office Spaces Ltd. Everything Division 12, Inc. Evo Business Environments Executive Business Products

Executive Furnishings, Inc.

Executive OfficeLinx dba OfficeLinx F.A. O'Toole Office Systems Inc. Facilitec Corporate Furnishings

Facility Designs Inc.

Facility Interiors (Multiple locations)

Facility Planners, Inc. Facility Services

Facility Services (FS-OC.org)

Facility Transition Services, LLC / FTS Fayetteville Manlius School District Federal Aviation Administration

Federal Public Defender Federal Supply LLC Feltus Hawkins Design FENS ASSOCIATES, LLC

Fineline Furniture

Fireside Office Products Inc. First American Equipment Finance

Fisher Hawaii

Florida Business Interiors - KB Business Enterprises, Inc.

Florida Office Interiors Fluid Interiors, LLC FM Office Environments

FM Office Express / dba Stevens Office Interiors

FM Office Products

FMC (Facility Management Consultants)

FMG (Furniture Marketing Group, Inc.- MULTIPLE STATES)

FMP - Knolls Atomic Power Laboratory

Focus Interior Products LLC

Form & Function

Formcraft

Forrer Business Interiors, Inc

Forward Space (Formerly) OEC Business Interiors

Forward Tilt

Four-U Office Supplies

Franklin Interiors

Freedom Office Furniture dba GCS Group FRG (Facilities Resource Group, Inc.)

Friends Office (Formerly Friends Business Source) Front Desk Inc., dba Front Desk Office Furniture

FSI Office

Furniture Consultants - FCI - LOCS IN MA, NJ, FL, CA, NY Furniture Consultants - FCI - MULT LOCS IN FL, MA, NJ, NY) Furniture Consultants of Texas (FCI Dallas Office Furniture)

Furniture Environments
Furniture Flair Ltd.

Furniture Plus Inc., dba Furniture Plus Design

Furniture Solutions For The Workplace (formerly Furniture

Solutions - OH)

Furniture Solutions Group

Furniture Solutions Group (Locations in Maryland & Colorado) Furniture Solutions Now, Ltd. (dba Corporate Source, Ltd.)

Furniture Solutions, Inc.

Furniture Soup

Furniture Speak

Furniture Wholesalers, LLC

FurnitureLab / Rapp Productions, Inc.

Furnitureland South, Inc. G.L. Seaman & Company G/M Business Interiors

GBI (Guy Brown Interiors, LLC)
GDC/Women's Detention Center

GDOT Design, LLC Infinium Interiors, Inc. General Office Products Co. InfoPro Concepts Inc. Genesee Office Interiors, Inc. Innerplan Georgia Department of Revenue Innerspace Design, Inc. Georgia Dept. of Defense Innerspace Systems, Inc. Georgia Institute of Technology Innerspaces Business Furnishings Inc. Georgia Southern University Innerspaice Architectural Interiors, LLC (Multiple Locations) Give Something Back, Inc. Innovative Business Furniture, Inc. Glenwood Office Furniture II Innovative Business Interiors, Inc. GLT Total Office (George L Tyler Office Supplies Inc.) Innovative Office Solutions Goodmans - (G2 Office Furniture Market) (2 locs in AZ and 1 Inside Out-UT in NM) Inside Source GovSolutions, Inc. Institute for Defense Analyses Gracie Turner Design Institutional Interiors Inc. Grand & Toy (Multiple locations) Integral Consulting Services, Inc. Grand Valley State University Integrity Interior Solutions LLC **Grassroots Contract Interiors** Intelligent Interiors Inc. Great Impressions Interiors, LLC Interactive Solutions, Inc. (Locations in Memphis & Franklin Great Lakes Interiors & Design TN) **Great Openings** Intereum, Inc. Great Spaces, LLC Interior Alliance Great Spaces, LLC (DO NOT USE ON FUTURE ORDERS-Interior Concepts 08/10/2018) Interior Contract Services Inc. Gregory Lyon, Inc. Interior Dimension, Inc. Grooms Office Environments Interior Elements, LLC / Locations in AL, NC, SC Hampton Office Products Interior Environments Harris Office Furniture Co., Inc. Interior Environments_IE Connect LLC Harvey Mudd College Interior Focus Hawden Group USA Interior Fusion LLC HBI / Heritage Business Interiors, Inc. Interior Investments, LLC HBI Office Plus Interior Showplace Ltd. HBI Office Solutions, Inc. Interior Solutions (SLC & AZ Locations) Henricksen Interior Systems, Inc. Henriksen Butler - All Locations Interiors By Design LLC Herald Office Solutions Interiors by Guernsey, LLC (formerly Systems Furniture Heritage Office Furnishings Ltd. (3 loc's in BC) Gallery) Highland Hospital of Rochester Interiors Incorporated Hoovers Interiors Commercial Design Interphase Hospitality Furnishings and Design, Inc. Interstate Office Interiors (Triad Furniture Group Inc.) HPA Design Group, LP (Locations in TX, CA, FL, CO, IL) Interstate Office Products **HST Interior Elements** Intra Design HUB OFFICE FURNITURE INC. IOS-Interior Office Solutions Hudson Office Solutions, Inc. IOS-Interior Office Solutions Hudson Valley Office Furniture (2 locations in NY) PeopleSpace Hummel's Office Plus IP Consulting, Inc. **Huntington Business Interiors** ISCG Hyperspace J Miller Design ibSpaces / Industries for the Blind J. Thayer Co. ICBP - Info-Com Business Products (Margaret C Pett Inc) J.:Tyler ICI - Innovative Commercial Interiors J.A. Lindberg Interiors ID&A J.C. White Office Furniture Ideal Office Solutions J2 Office Products **IDI** Workspaces Jackson Design Company, Inc. IE Connect LLC (formerly Connect People & Space LLC) Jasper Seating Company, Inc. ifb (Interiors for Business, Inc.) Jeff Leist & Associates LLC, -REP IFR Studio/International Furniture Resources, LLC Jefferson Group, LLC (Loc's in CT & NY) IMA Corporate Interiors, LLC Jennings Commercial Interiors

JMA Office Solutions

John A Marshall Co

JMJ Workplace Interiors

Johnson Simon Resources

Jones Group Interiors, Inc.

Image Business Interiors

Impact Office Group

Indoff

Impact Office Interiors

Impact Office Furnishings Limited

Jordy-Carter, Inc.

Just Ergonomics, Inc. (CA)

Just the Right Stuff

K J Designs

K Offices, LLC

K4 Architecture & Design

Kahl Commercial Interiors

Kaiser Business Interiors

Kaleida Health

Karen Renee Interior Design

Karn Custom Woodwork, Inc.

Kay Collins Planning and Design

Kayhan International

KBM-HOGUE (formerly KBM Workspace - 3 CA Loc's)

KDA Furniture & Interiors

KDA Office Furniture Solutions

KDI Design, Inc.

Kennesaw State University

Kentucky Community & Technical College System

Kentwood Office Furniture (Locations in MI and III)

Kern Community College District / KCCD

Kerr Office Group

Kershaw's Inc.

Kershner Office Furniture (formerly Resource Partnership)

Key Interiors

Key International

Key Office Interiors

Khalvati Associates

Kid Gloves, Inc.

Kimball Office

King

Kirk Gross

Kirksey & Co.

KPC Architectural Products

KR Office Interiors

KR Office Interiors (Locations in Bozeman & Helena)

Kramer & Leonard / McShane's

L & M Office Furniture (2 loc's)

Lakeshore Business Interiors, Inc

Lane Office

Lee Company Inc.

Legacy Group

Legacy Office Solutions

Lerdahl Business Int, Inc.

Leslie Lewis & Associates

Letourneau Interests, Inc.

Library Design Associates, Inc.

Lincoln Office

Linda Hartman Interiors

Lindsey's Office Furniture

LJ Duffy, Inc.

Lord Aeck Sargent

Lorenz & Associates

Loth - Cincinnati

Loth - Columbus, OH

Louisville Office Furniture

LRNC Office Products, Inc.

Lucas Business Solutions, Inc.

Luckett & Farley / L&F Procurement LLC

Luma MD / Standard Tile & Associates

M & M Office Interiors, Inc.

M&E Business Furnishings

M. Hanson & Company, Inc.

M.O.I. -Baltimore, MD

M2 Creative Design / Nancy Marchetta

M3 Inc.

Machabee Office Environments

MAHLA Office Furniture

Mammoth Office Furniture LLC

Marc Office Ltd / dba Office Furniture Heaven

Marketec

Martin Public Seating LLC (MPS Acquistion LLC)

Marxmoda (formerly Facility Matrix Group (Pontiac))

Marxmoda (Formerly Worksquared)

MB Contract Furniture

MBI Business Designs LLC

MBI -Seattle

McCoy-Rockford - AUSTIN

McCoy-Rockford - HOUSTON

McGarity's Business Products

MDR Associates

Meadows Office Interiors

Merchants Office Furniture

Merkel Donohue

Metro Business Interiors, Inc.

Metro Office Environments

Metropolis Design Group

MG West

Micheline Laberge, ASID, LLC

Michigan Office Design, Inc. dba MOD Design

Mid-City Office Equipment, Inc.

Midwest Commercial Interiors

Miles Treaster & Associates

Miller Huggins

Miller's Supplies At Work (Formerly Miller's Office Products)

Millington Lockwood Business Interiors (Also Innerspace

Office Interiors)

Mills Office Productivity

Mira Contract

Missco Interior Concepts (Mississippi & Arkansas)

Missile Defense Agency

Mitsch Design

Model Home Interiors - Locations in MD & NC

Modern Business Interiors / MBI

Modern Business Systems, Inc.

Modern Office Interiors Modifi Workspace, LLC

Modular Technology (Redwood City & Menlo Park)

MOE (Michigan Office Environments)

Monarch Office Furniture, LLC

Monroe County

MooreSolutions-REP

MSC Procurement

MSI Office Furniture

Mt. Lebanon Office Equipment

Mt. Lebanon Office Interiors MTA Inspired Workspaces

Munson Business Interiors, Inc.

My Office Design

MyOffice Products (HiTouch Business Services)

N. I. Systems, Inc.

NADAP - National Assoc. on Drug Abuse Problems, Inc. National Capital Region Business Service Center (a part of

USDA)

National Office Office Outfitters National Premier Partners Office Pavilion - Houston Navrats Office Products Office Pavilion/Contract Furn, of Hawaii **NBS** Office Relief New Day Office Products Office Resources (Locations in MA, ME, NH, NY & CT) New England Woodcraft Inc. Office Revolution (2 loc's in IL / 1 loc, in OH) - SISTER DIV Newton County Board of Commissioners **REWORK BY ROE** NFL Officeworks Office Revolution (3 loc's in IL) Nichols School Office Revolution (3 loc's in IL) - SISTER DIV REWORK BY ROE NIFC - Forest Service Office Scapes Inc. Nittany Office Equipment Inc. Office Sekkei American Inc. (LOC'S CA, NY & IL) NOI/Nashville Office Interiors (3 locations in Tennessee) Office Solutions & Services North Sound Interiors Office Solutions LLC dba Bluespace Interiors (2 CA locations) Nowak Office Solutions Office Space nuSPACE Corporate Interiors (formerly Third Day Interiors, Office Trends, Inc. Office Universe (Corporate Coffee Systems) NYS Office of Mental Health Office360 Obayashi Design Group Inc OfficeScapes-Denver & Fort Collins OCA - 4th District Admin. / NYS Unified Court System OfficeWorks OCi Office Concepts, Inc. Officeworks, Inc. - (MA, PA, NY) odg - Office Design Group Officeworx OE&S (Office Environments & Services OFI (Office Furniture Inc.) OEC **OFR Group** OEC - ID OFR-Inc. (Office Furniture Resources) OEC Business Interiors - Gainesville FL OFS Solutions / Office Furniture Service (Location in NY & NJ) OFC Group, Inc OFS-Office Furniture Solutions OFD (Office Furniture Direct) OFS-Office Furniture Solutions (UT) Office Basics, Inc. OHIO Design Office Concepts Incorporated Ohio Desk Office Coordinators, Inc. (OCI) OLI Furniture, LLC (Office Liquidation) Office Creations OLI Furniture, LLC (Office Liquidation) / Capital Office Office Dimensions, Inc., Office Elements OM Workplace (Workspace Interiors by Office Depot, Office Environments - NC OfficeMax) Office Environments International One Eleven Design Office Environments, Inc. (Mult Loc's in AL & FL) One Workplace Office Equipment Co. / OECbi OneSource Office Interiors, Inc. Office Express (OEX) OPACS, Inc. Office Furniture & Design Concepts Open Plan, LLC (formerly H2 Office Design) Office Furniture 911 OpenSquare (Multiple Locs) Office Furniture Concepts OpenSquare (Multiple Locs) (Formerly Bank & Office -Seatt) Office Furniture Group Orca Furniture Services LLC Office Furniture Group (CA) O'Reilly Office Office Furniture Outfitters, LLC ORI Office Resources Inc. (Multiple Locations) Office Furniture Solutions Ortega Company dba Gabet Company (Location in Laveen, Office Furniture Solutions (MI) Office Furniture Solutions of Florida OstermanCron Office Furniture Source P.O.E. (Professional Office Environments, Inc.) Office Furniture Source LLC PACE Interiors Office Furniture Specialist, The Pacific Office Interiors Office Furniture Warehouse Inc. (2 locations: Miami & Pacific Office Interiors (poi.bz) Pompano Beach) Palace Business Solutions Office Images Panel Systems Unlimited Office Images, Inc. - MD Pannello Systems Office Innovations Paradigm Office Interiors Office Interiors Parameters Ltd Office Interiors - ATL (Facilitec) Parron Hall Office Interiors

Partnr Haus

Pazzi Inc.

Paxton Place Design (Locations in Fort Worth & Dallas)

Office Interiors, LLC pbi (Peninsula Business Interiors)
Office One Furniture and Services, Inc. PBI (Professional Business Interiors)

Office Interiors & Design

Office Interiors Group, Inc.

Office Interiors of Memphis

PBI, Inc.

PBS Supply Company, Inc. PCI (One Source Contracting)

Peabody

Pear Workplace Solutions

Peckham Inc.

Pennsylvania State University, The Peoplespace (of IOS), Multiple Locs.

Perdue Office Furniture Peterson Quality Office Phillips Office Solutions Phillips Workplace Interiors Piedmont Office Suppliers

Pigott, Inc. Pivot (ALL)

PMC Commercial Interiors Inc.

Pod Office

POI Business Interiors Pradere Office Products

Premier Entertainment Biloxi dba Hard Rock Hotel & Casin

Biloxi

Premier Furnishing Solutions Premier Office Solutions, Inc.

Premier Project Management (formerly Remington Lodging &

Hospitality) Prentice Office Env

Price Modern - Baltimore/DC/Lanham Productive Business Interiors (PBI)

Professional Sales Associates Inc / PSA (REP GROUP)

Projex, Inc.

Pure Office Environments

Pure Workplace Solutions (Loc's in MO and KS)

Puraistics

Puyallup Tribal Health Authority PVI Office Furniture Plus+ Quality Contract (ISSI) QuickTurn Concepts Inc.

QWRK Collective Environments, LLC

R1 Furnishings/Resource One/The Blind Company

Raven Studio Inc.

RCF Group - River City Furniture, LLC. (2 Loc's in OH)

RDI (Resource Design Interiors)

RDS & Associates

re/District - VA (Not affiliated with other locations)

re/District (formerly Supply Source - Not Affiliated with VA

Lcoation)

Ready2Go Office Furniture, Inc. dba iSpace Office Interiors

Red Thread

Reed Associates, Inc.

Reimagine Office Furnishings (ROF - Refurbished Office

Furniture Inc.)
Reliant Group Inc.

Remington Lodging & Hospitality, LLC

Reno Business

Resource Office Interiors LLC

Resource One Resources of KC

Reston Business Interiors

Restyle, Inc. Retailworks, Inc. Reuter & Reuter Inc.

Rework LLC (Sister company of Office Revolution)

RGO Office Products Edmonton Ltd.:

RGO PRODUCTS LTD. (Calgary Location Only)

Richmark Enterprises, LLC

Rightsize

Ritz Associates-REP

RJE Business Interiors - 2 Indiana Loc's RJE Business Interiors - Multiple Loc's

RJE Business Interiors - Ohio

Robins AFB

Rocky Point Holding, LLC c/o WB Development Services /

рнм

ROI (Rieke Office Interiors) ROI Office Interiors Rorden & Associates-REP Rose City Office Furnishings

ROSI / Recycled Office Systems, Inc. / Collaborative Office

Interiors (Houston, Austin, San Antonio, Stafford)

Rosser Design Management, Inc.

Royer & Schutts, Inc.

RSFi

Sage Colleges, The

Salt Studio (formerly Interiors West, LLC)

Sam Clar

Saxton Inc. (Des Moines & Cedar Rapids)

SBM Business Equipment Center

SC Creative Solutions Inc.

SC Custom Display dba StudioCraft Schneider League and Assoc-REP

School Specialty Inc. Schroeder Solutions

Scott Rice (Locations in MO & OK) Scott Rice (Locations in MO, OK, & KS)

Scott Rice Office Works (2 locations in Kansas/2 locations in

Missouri)

Scott Rice Workspace Solutions (Locations in Oklahoma City

& Broken Arrow)

SDG (Spectrum Design Group - New York)

Seaats Seagate Seal

Seats and Stations Seattle Modern Office

Sedgwick Business Interiors - Rochester Sedgwick Business Interiors - Syracuse

Seely Office Solutions, Inc.

Sensyst

Sharp School Services, Inc. Sheehans Office Products, Inc. Shelton Keller Group (SKG) Sheridan Group, The Shore Total Office

Shuck Construction Company, LLC

Sidemark

Sierra Office Systems & Products, Inc (Multiple CA locations)

SK Consulting Group, LLC

SKC Communication Products LLC (Multiple locations)

SLM Group

Smart Interiors Inc.

Smart Interiors Inc. (Locs in Spring Hill & Lecanto FL)

Smart Office Environments
Smart Office Solutions (2013) Inc.

Smarter Interiors

Smith Contract, LLC

SmithCFI (Multiple Locations)

Hyphn

Social Security Administration

SOF (Stamford Office Furniture)

Solutions Business Furniture, Inc.

Solutions Business Interiors

Source Creative Office Interiors (Corporate Office Interiors)

Source Office Furnishings (Locations in British Columbia,

Alberta, Ontario & Saskatchewan)

Source Office Furniture (Locations in British Columbia,

Alberta, Ontario & Saskatchewan)

South East Office Supply dba Arrow/SameDay

Southern Places, Inc.

Southwest Office Supply (Multiple Loc's & dba's)

Spaces Group LLC

Spaces, Inc.

Spacesaver Interiors

Specialized Marketing

Spectrum - PA

Spencer+Company

Sprague Solutions

Springhaus Interiors and Designs

Square One Interiors, Inc.

Staples Business Advantage

Staples Business Advantage - BC

Staples Business Advantage - Canada (Multiple Locations)

Staprans Design

State of Alabama

State University At Albany

State University College

State University of New York-Binghamton

Storr Office Environments

Strategic Workspaces

Strativia (Locations in Atlanta & Denver)

Strong Project

Studio A Design Group

Studio Blue + Interior Design, Inc.

Studio Office Solutions LLC (S-O-S)

Supply Source

Supply Source (multiple locations in PA)

Susan B. Bozeman Design, Inc.

SWC Office Furniture Outlet, LLC

Synergy

Syracuse Office Environments

Systems Design (RJE Business Interiors-Multiple Loc's)

Systems Furniture

Systems Source

T 4 Group, LLC -REP

T. Mark Interiors Inc.

Tables International Corp.

Tactical Office Solutions

Tactical Office Solutions, LLC

Talimar Systems

Tallgrass Business Resources / Frohwein Office Supply Inc.

Talu, LLC

Tamaya Enterprises, Inc. dba Santa Ana Star Casino c/o Siri

Procurement

Tangram

Tangram Studio LLC dba Studio Other

Tascosa Office Machines (4 locations in TX, 3 in New Mexico,

1 in Colorado)

Taylor Design

TBI Inc.-Tucson Business Interiors, Inc. (3 Loc's in AZ)

Teammates Commercial Interiors

Terrell's Office Machines

Texas Wilson Office Furniture & Services (San Antonio,

Corpus Christi & McAllen)

The Church of Jesus Christ of Latter-Day Saints

The City Desk Company

The Creative Office

The Creative Office (Locs in Olympia & Spokane)

The Eagle Group / Studio Eagle

The Forum LLC

The M1 Project

The Maurer Group dba COCRE8 Interiors

The Office City (6 loc's in CA)

The Office Source Inc.

The Spencer Company

The Studio by Design Space Studios

The Systemcenter, Inc.

The Telcar Group

The Whalen Berez Group LLC

Think Office Int / CBA

Thomas Interior Systems, Inc.

Thomas Interiors

Today's HR

Today's Office (Locations in Springdale & Little Rock)

Today's Systems Corporation

Tom Sexton & Associates, Inc.

Tom's Discount Office Furniture / MrDesk.com

Top To Bottom Interiors, Inc.

TOPS Total Office Products Ltd. - BC

Total Corporate Solutions

Total Office Concepts

Total Office Interiors
TotalOffice (Guyana) Inc.

Totalplan Inc.

Transact Commercial Interiors

TransAmerican Office Furniture, Inc.

Transitions

Trax International

Trellis LLC

Tri State Office Interiors

Triad Office Interiors

Trilogie LLC (formerly Square One Interiors, Inc)

Trope Group

TU Studio

Turf Office LLC

Turnerboone Contract

Turnkey Project Services, LLC

U.S. Bankruptcy Court

U.S. Citizenship and Immigration Services

U.S. Dept. of Justice

U.S. Refrigeration

U.S. Specialties

Union Office Interiors Unispace - (10 locations in U.S.)

Unispace - (Multiple locations in U.S.)

Unispace - (Multiple locations) (formerly Unispace

Contracting)

United Corporate Furnishings, Inc (UCF)

United Interiors

United Office Products

United Shore University at Buffalo University of Georgia

University of Georgia
University of Kentucky
University of New Mexico
University of North Alabama

University of North Georgia
University of Rochester

UpRight Interiors for Business LLC

US Court of Appeals

USBI-MD

USDA-NRCS

V & F Coffee & Office Products Valdosta State University

Vangard Concept Offices (Also Includes Cre8 & Metro

Contract Group)

VerHalen Commercial Interiors (2 locations in WI)

Vertex Business Interiors - Tustin, CA Veterans Interiors Solutions, Inc.

Vision Business Products

Vocon Design Inc. (Locations in OH & NY)

Vucina Design, LLC W. B. Mason

W.S. Goff Company, Inc.

Waldner's Business Environments, Inc. (Multiple Locations)

Wallace State Community College

Warehouse Direct Office Interiors (Affiliated with - Midwest

Office Interiors)

Warehouse Direct Office Interiors / dba Midwest Office

Interiors

Washington Group Solutions Washington Office Interiors Washington Workplace Wave (Facility Interiors)

WB Wood (Locations in NY & NJ)

WB Wood|NY Weeks Lerman Weinberger's Furniture Wells & Kimich Wells Group, The

West Coast Office Supplies
West Michigan Office Interiors, Inc.

Western Contract Western Interior Services Western Office Equipment Western Office Interiors

Western Office Interiors (Multiple Locations - CA, NV, WA)

Westfall Commercial Furniture

White's Chapel UMC Wholesale Office Furniture

Widmer

3.3 Marketing and Sales

Wilcox Office Mart
Wilson Office Interiors
Woodlake Technologies, Inc.
Workflow Interiors, Inc.
Workframe Inc.

Working Spaces, Inc.

Working Spaces, Inc. (Multi Loc's)
Workplace Elements LLC (dba Elements)

Workplace Environments Ltd. Workplace Furniture Workplace Interiors LLC

Workplace Res - CO-2 (Also Encore Services)
Workplace Resource - CO-2 (Also Encore Services)

Workplace Resource Group - WRG

Workplace Resource LLC (3 DIV'S (2) TX, (1) LA

Workplace Resource Toronto

Workscape- OH Workscape- PA

Workscapes, Inc.- FL (5 Locations)

Workscapes, Inc.-FL (Tampa, Orlando, Jacksonville & Ft.

Myers)

WorkSource Montgomery Inc.

Workspace (formerly Interior Office Concepts, Inc.)

Workspace Concepts, LLC Workspace Connexions Workspace Consulting Group

Workspace Designs

WorkSpace Elements (Inside Elements)

Workspace Interiors - TN

Workspace Ltd.

Workspace Ltd. / dba Spaces Design & Planning

Workspace Resource-TX Workspace Solutions - IN WorkSpace Solutions (PA)

WorkSpace, Inc.

WorkSpace, Inc. / Business Furniture Warehouse

Workspace, LLC

Workspaces, Inc - Haltner H.A.I., LLC

Worrall Design Studio

WPS Workplace Solutions (Multiple Locations)

Wright-Patterson Air Force Base

WRK Lab, Inc.
WSI Interiors
X Technologies, Inc
XLR8 Office Furniture
Xotive Facility Solutions

Young Office

Your Office Connection

Zimmerman School Equipment

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

No purchasing contract is more important to the executives of Enwork than this one. Enwork only relies on OMNIA as it's go-to, national purchasing contract. Unlike other companies that leverage several national purchasing contracts, Enwork is fully committed to OMNIA.

Within 24 hours of award, Enwork's President or VP of Sales & Marketing will alert all 140+ sales reps and 1,100+ dealers of the new contract details. We will also leverage our social media accounts, which are followed by our top dealers and end-users, many of which take advantage of the OMNIA contract today.

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

Enwork will provide a detailed contract summary PDF to its sales reps, which identifies the contract Special Price Agreement Number (SPA), discounting details, and other pertinent information.

Our website has a specific OMNIA contract page, which will update immediately as well.

Contract details will be communicated during an upcoming webinar for our Sales Reps, and will be discussed in detail at our national sales meetings. Because Enwork is currently on contract, our dealers and reps are familiar with the contract, and we will use the new award as a way to remind and reenergize our sales folks.

Additionally, Enwork's President and VP Sales & Marketing have market visits in every territory across the United States during the first 6-months of 2020. Enwork's participation on the OMNI contract is always a talking point, is featured in our presentations, and will continue to be a discussion priority.

- 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
- Enwork will write a press release notifying the market of the new award. Enwork will highlight products that are available on contract, and ways to receive product quotes or see samples. Targeted trade publications will include Monday Morning Quarter Back, Business of Furniture, EDUCAUSE, SCUP, and My Resource Library.
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Enwork's website will be updated within 24 hours of award. This link will be included in all communications.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

First 10 days: Enwork will design a PDF announcement that will be emailed to all sales reps, dealers, and applicable end-users. This announcement will become a banner add on My Resource Library as well.

First 30 days: Enwork will print and mail a post card reminder of the contract award. Extra copies will be mailed to Sales Reps and key dealers for distribution among OMNIA purchasing agencies.

First 60-90 days: Additional social media posts and emails will be sent. The contract details will also be included in all relevant corporate literature, such as printed brochures and product sell sheets.

- 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.

Enwork is committed to attending and participating at the NIGP Annual Forum. Budget money is allocated to exhibit, and we intend to have a booth reserved within the next week.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Enwork regularly advertises on My Resource Library, Business of Furniture, and Monday Morning Quarterback. We are open to advertising with additional publications that are read by OMNIA audiences.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

The Education and Government sectors are Enwork's top areas of focus for the next 5+ years. Nearly introduced product collections such as the Adventure conference table series and Zori Training Table collection are platforms to grow awareness and sales within these markets.

Enwork is committed to continually growing these markets throughout proactive marketing and awareness. The alignment with OMNIA is incredibly strong, due to this focus.

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

Enwork will update its current OMNIA page (https://www.enwork.com/resources/contracts/national-ipa/) to include the pertinent information, as outlined above. Web hosting and development is completed in-house, to ensure timely and accurate contract page updates.

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.

OMNIA is Enwork's favored national purchasing contract. It is in Enwork's best interest to focus on and support a competitive, nationally recognized contract, instead of smaller state/regionally held contracts. Relative to most companies Enwork's size, we are on very few contracts, and it is in our best interest to keep it that way, to reduce unnecessary or redundant administrative tasks.

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.

Acknowledged and agreed to, as stated above.

- 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

Absolutely, confirmed. Enwork has a robust e-marketing system, and disciplined inside sales team, which will proactively develop and follow up on leads or other opportunities generated through OMNIA Partiers.

This team will include:

Brandon Reame, VP Sales & Marketing: Ensure accurate and timely follow up and customer conversion. Direct marketing & awareness efforts

Ashley Busenbark, Graphic Designer & Marketing Associate: Create promotional content, manage e-communications platform and website

George Kudwa, Market Manager: Manage and track sales leads. Administer contract details. Active training and awareness with Sales Reps and dealers.

Sydney Bennet, Market Manager: Manage and track sales leads. Administer contract details. Active training and awareness with Sales Reps and dealers.

Mike Kelley, President: Active sales lead in most key markets, with 30+ years of industry experience.

- 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

Mike Kelley, President: mkelley@enwork.com. Mobile: 616.581.5159

Brandon Reame, VP Sales & Marketing: breame@enwork.com. Mobile: 616.510.0578

ii. Marketing

Brandon Reame, VP Sales & Marketing: <u>breame@enwork.com</u>. Mobile: 616.510.0578

iii. Sales

Mike Kelley, President: mkelley@enwork.com. Mobile: 616.581.5159

Brandon Reame, VP Sales & Marketing: breame@enwork.com. Mobile: 616.510.0578

George Kudwa, Market Manager: gkudwa@enwork.com. Mobile: 616.600.3083

Sydney Bennet, Market Manager: sbennett@enwork.com. Mobile: 616.438.2487

iv. Sales Support

Sean Barber, Customer Care Expert (Contracts): sbarber@enwork.com. Office: 616.421.7702

v. Financial Reporting

Erik Nyberg, Accountant: enyberg@enwork.com. Office: 616.987.7102

vi. Accounts Payable

Erik Nyberg, Accountant: enyberg@enwork.com. Office: 616.987.7102 Amanda Cook, Accountant: acook@enwork.com. Office: 616.421.7701

vii. Contracts

George Kudwa, Market Manager: gkudwa@enwork.com. Mobile: 616.600.3083

Sean Barber, Customer Care Expert (Contracts): sbarber@enwork.com. Office: 616.421.7702

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.

Enwork has crafted one of the best sales organizations in the industry. The internal team is comprised of seasoned sales executives, licensed designers, and dedicated customer care contacts. The external team includes the best independent sales rep network in the country, who have relationships with over 1,200 Enwork dealers. This model has proven successful, with the main result being double-digit sales growth that has outpaced the industry, since Enwork's beginning in 2003. Below is a graphic representation of our sales force.

Enwork Sales & Customer Support Team

- Mike Kelley, President. mkelley@enwork.com. Mobile: 616.581.5159
- Brandon Reame, VP Sales & Marketing
- Harvey Bush, VP Engineering & Design Services
- 15 Interior Designers
- 3 Market Manager / Inside Sales
- 1 Dedicated Contracts Customer Care Expert



Enwork's list of Independent Reps is below, for reference:

	Enwork Master Rep List												
BUSINESS NAME	NAME	TITL	PHONE	MOBILE	ADDRE SS	CITY	ST	ZIP	TERRITOR Y	E-MAIL			
Allor Group	Jeff Allor	Princ ipal	313- 882- 9410	313- 220- 0849	19579 Mack Avenue	Grosse Pointe Woods	MI	482 36	MI	jeff@allorgroup.com			
Allor Group	Richard Allor	Asso ciate	313- 882- 9410	313- 258- 1727	19579 Mack Avenue	Grosse Pointe Woods	МІ	482 36	MI	rick@allorgroup.com			

Allor Group	Courtney Bliss	Asso ciate		616.430	12054 Russell Way Ct.	Cedar Springs	MI	493 19	MI	Courtney@allorgroup ,com
Allor Group	Mandy Ritter	Offic e Mgr	313- 882- 9410		19579 Mack Avenue	Grosse Pointe Woods	MI	482 36	MI	mandy@allorgroup.c om
Bruce Longhino Group	Fred Bruce	Princ ipal	513- 936- 8475	513- 519- 5464	7353 East Kemper Road, Suite B	Cincinna ti	OH	452 49	OH: Cincinnati, WV	fred@blgreps.com
Bruce Longhino Group	Barry Longhino	Princ ipal		614- 378- 6523	1488 Britting ham Lane	Powell	OH	430 65	OH: Columbus	barry@blgreps.com
Bruce Longhino Group	Dean Willett	Asso ciate, TM		513- 378- 6305	5610 Bentwo od Dr.	Mason	ОН	450 40	Kentucky and S. Ohio	dean@blgreps.com
Bruce Longhino Group	Kate Balsman	A&D			2290 Cardwe II Lane	Frankfor t	KY	406 01	Kentucky	kate@blgreps.com
Bruce Longhino Group	Scott Kline	Asso ciate, TM		330- 327- 5152	1708 Brookw ood Dr.	Akron	OH	443 13	Northern OH: Cleveland, Canton	scott@blgreps.com
Bruce Longhino Group	Janna Shaffer Bruce	Asso ciate	513- 936- 8475	513- 532- 8006	7353 East Kemper Road, Suite B	Cincinna ti	ОН	452 49	Associate Cincinnati	janna@blgreps.com
Bruce Longhino Group	Jennifer Wagner	A&D	513- 936- 8475	513- 482- 0896	7353 East Kemper Road, Suite B	Cincinna ti	OH	452 49	A&D Southern Ohio	jenny@blgreps.com
Bruce Longhino Group	Lauren Carbaugh	A&D		614- 787- 5795	49 Warren Street	Columb us	OH	432 15	A&D Central OH	lauren@blgreps.com
Bruce Longhino Group	Ryan Young	Asso ciate, TM		937- 776- 2684	5865 Hunterg Ien Road	Indianap olis	IN	462 26	Indiana	ryan@blgreps.com
Bruce Longhino Group	Courtney Zachary	Asso ciate		260- 615- 4447	11232 Crosstr ee Ct.	Ft. Wayne	IN	468 14	Associate Ft. Wayne	courtney@blgreps.co m
Bruce Longhino Group	Wendy Worrall	A&D		330- 844- 0178	240 Taylor James Blvd.	Wadswo rth	ОН	442 81	A&D Northern Ohio	wendy@blgreps.com
Bruce Longhino Group	Emily Smith	Asso ciate	513- 936- 8475	513- 305- 5855	7353 East Kemper Road, Suite B	Cincinna ti	ОН	452 49	Associate Cincinnati	emily@blgreps.com
Bruce Longhino Group	Sally Cunningha m	A&D		317- 441- 9228	11528 Green St	Carmel	IN	460 33	A&D Indiana	sally@blgreps.com
Bruce Longhino Group	Carrie Stary	A&D		216- 312- 4389	3683 W. 165th Street	Clevelan d	ОН	441 11	A&D Cleveland	carrie@blgreps.com
Bruce Longhino Group	Tracey Hilvert	Asso ciate	513- 936- 8475	513- 680- 1312	7353 East Kemper Road, Suite B	Cincinna ti	ОН	452 49	Associate Cincinnati	tracey@blgreps.com
Burns Associates	Mark Burns	Princ ipal	314- 961- 9923	314- 541- 2736	607 Westbo rough Place	St. Louis	МО	631 19	MO excluding Kansas City	mburnsassociates@ aol.com

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Concentric Spaces	Amanda Billberg	Desi gn Direc tor		509- 879- 2821	13819 Seattle Hill Rd.	Snohomi sh	WA	982 96	Western WA / AK / OR	amanda@concentric spaces.com
Concentric Spaces	Chris Fuller	Princ ipal	206- 618- 9314		13819 Seattle Hill Rd.	Snohomi sh	WA	982 96	Western WA / AK / OR	chris@concentricspa ces.com
Concentric Spaces	Jessica Holman	Creat ive Direc tor & Clien t Supp ort	425.231 .9316		13819 Seattle Hill Rd.	Snohomi sh	WA	982 96	Western WA / AK / OR	jessica@concentrics paces.com
Concentric Spaces	General Info & Large Sample Orders	N/A	N/A	N/A	North Sound Industri es 15100 Redmo nd- Woodin ville Rd NE Suite A800	Woodinv ille	WA	980 72	N/A	team@concentricspa ces.com
Contract Source	Mark Collier	Princ ipal	727- 945- 7793	727- 560- 0024	385 Tall Oak Trail	Tarpon Springs	FL	346 88	Central & Southwest FL-Tampa, Orlando & Ft, Myers	markc@csflorida.co m
Contract Source	Lorry Collier	Asso ciate	727- 945- 7793	727- 946- 2612	385 Tall Oak Trail	Tarpon Springs	FL	346 88	Design Firms- Central & Southwest FL-Tampa, Orlando & Ft. Myers	lorryc@csflorida.com
Contract Source	Larry Shedd	Princ ipal	954- 434- 5370	954- 401- 3069	6427 Sarana c Circle	Davie	FL	333 31	South FL- Miami, Ft. Lauderdale, West Palm Beach, Ft. Pierce, Puerto Rico, & Caribbean Islands	larrys@csflorida.com
Contract Source	Linda Shedd	Cust omer Servi ce, Acco untin g	954- 434- 5370	954- 401- 4112	6427 Sarana c Circle	Davie	FL	333 31		lindas@csflorida.co m
Contract Source	M. C. Storin	Cust omer Servi ce	352- 765- 4963		816 Hemloc k Street	Invernes s	FL	344 52		mcs@csflorida.com
Contract Source	Laura Cipolla	Asso ciate	305.725 .3130		5838 Collins Ave #3C	Miami Beach	FL	331 40	Design Firms-South FL-Miami, Ft. Lauderdale, West Palm Beach, Ft. Pierce	laurac@csflorida.co m
Contract Source	David Proehl	Asso ciate	904- 803- 7385		1152 Hamlet Court	Neptune Beach	FL	322 66	North FL- Jacksonville Tallahassee,	davidp@csflorida.co m

					_				Gainesville, Daytona Beach, Melbourne	
Contract Furnishings by Calcaterra	Kelly Calcaterra	Princ ipal	602,331 .5019	602- 363- 8407	719 East Osborn Road	Phoenix	AZ	850 23	AZ, NM, Greater Las Vegas	kelly@cfbcalc.com
Contract Furnishings by Calcaterra	Dee Danowski	Sales Rep	602- 595- 8929	602- 628- 6539	719 East Osborn Road	Phoenix	AZ	850 23	AZ, NM, Greater Las Vegas	dee@cfbcalc.com
Contract Furnishings by Calcaterra	Bridget Bohas	Admi n/Sal es Rep		949- 300- 9291	354 Temple ton Drive	Henders on	NV	890 74	AZ, NM, Greater Las Vegas	bridget@cfbcalc.com
Contract Furnishings by Calcaterra	SHOWRO OM ADDRESS	Sam ples / Liter ature			719 East Osborn Road	Phoenix	AZ	850 23	Showroom	i an
CFS Group	Dan Mudge	Princ ipal	913- 481- 0309	913- 481- 0309	9502 West 160th Terrace	Overland Park	KS	660 85	Kansas City, MO, KS, IA, NE	dmudge@cfsreps.co m
CFS Group	Patty Urban	Sales	319- 389- 4900	319- 389- 4900	3417 Ridgecr est Drive	North Liberty	IA	523 17	IA	purban@cfsreps.co m
CFS Group	Lindsey Purtle	Sales	314- 853- 0018	314- 853- 0018	8765 Sturdy Drive	St. Louis	МО	631 26	Missouri, except Kansas City	lpirtle@cfsreps.com
CFS Group	Amy Huke	Sales	913- 744- 1861	913- 744- 1861						ahuke@cfsreps.com
Design Source	Donna Rohbock	Asso ciate	801- 961- 8500	801- 550- 1278	623 South State Street #A	Salt Lake City	UT	841 11	UT, Nevada (except Reno), Southeast corner of ID up to Pocatello	donna@designsourc eslc.com
Design Source	Austin Beaslin	Asso ciate	801- 961- 8500	801- 865- 2084	623 South State Street #A	Salt Lake City	UT	841 10	UT, Nevada (except Reno), Southeast corner of ID up to Pocatello	austin@designsourc eslc,com
Design Source	Lacy van Rij	Offic e Mgr	801- 961- 8500	801- 243- 9305	623 South State Street #A	Salt Lake City	UT	841 11	UT, Nevada (except Reno), Southeast corner of ID up to Pocatello	lacy@designsourcesl c.com
Excalibur Agency	Scott Leyden	Direc tor, Sales	604- 542- 1177	604- 787- 6665	#101, 19099 25th Avenue	Surrey	BC	V3 S 3V 2	Canada (Saskatche wan and West, includes Yukon/NWT	sleyden@excaliburag ency.com
Excalibur Agency	Lloyd Leyden	Princ ipal	604- 542- 1177	604- 671- 5272	#101, 19099 25th Avenue	Surrey	BC	V3 S 3V 2	Canada (Saskatche wan and West, includes Yukon/NWT	lleyden@excaliburag ency.com

Excalibur Agency	Sandra Leahy	Princ ipal/	604- 542- 1177	604- 787- 3040	#101, 19099 25th	Surrey	BC	V3 S 3V	Canada (Saskatche wan and	sleahy@excaliburage ncy.com
		Sales	1177	3040	Avenue			2	West, includes Yukon/NWT)	
Excalibur Agency	Kellie Levis	Sales Supp ort	604- 542- 1177	514- 696- 0639	#101, 19099 25th Avenue	Surrey	BC	V3 S 3V 2	Canada (Saskatche wan and West, includes Yukon/NWT	klevis@excaliburage ncy.com
Excalibur Agency	General Inquiries		604- 542- 1177	877 _* 838 .8884	#101, 19099 25th Avenue	Surrey	BC	V3 S 3V 2	Canada (Saskatche wan and West, includes Yukon/NWT	info@excaliburagenc y.com
EPIC	Tracy Stoufer	Mark et Man ager	858- 518- 4319		5865 Brazil Dr	Buena Park	CA	906 20	Southern CA	tracy@epiccontractg roup.com
EPIC	Terrie Burkhart	Princ ipal	626- 255- 8212		5865 Brazil Dr	Buena Park	CA	906 20	Southern CA	Terri@epiccontractgr oup.com
EPIC	Terrie Osier	Mark et Man ager	626.255 .8212		2879 Santa Anita Ave	Altadena	CA	910 01	Southern CA	terrieo@epiccontract group.com
EPC	Meg Recker	Mark et Man ager	419,350 .3690		5865 Brazil Dr	Buena Park	CA	906 20	Southern CA	meg@epiccontractgr oup.com
EPIC	Tricia Mauller	Mark et Man ager	714- 269- 2800		5865 Brazil Dr	Buena Park	CA	906 20	Southern CA	Tricia@epiccontractg roup.com
EPIC	Warehous e Deliveries	CALL AHE AD- SCO TT	760- 429- 0805		13913 Artesia BLVD	Cerritos	CA	907 03	Southern CA	
e tu interiors	Erin Eneboe	Princ ipal		612- 251- 8867	400 Selby Ave Suite H.	St. Paul	MN	551 02	Minnesota, South Dakota, North Dakota	eeneboe@etuinterior s.com
e tu interiors				SEND SAMPL ES TO:	e tu Interior s 1255 140th Street	New Richmon d	WI	540 17	Minnesota, South Dakota, North Dakota	.=
e tu interiors	Barb Prindle	Mark eting Coor dinat or			400 Selby Ave. Suite H.	St. Paul	MN	551 02	Minnesota, South Dakota, North Dakota	bprindle@etuinterior s.com
Gibson Interior Products	Ken Gibson	Princ ipal	212- 685- 1077	516- 724- 0090	1239 Broadw ay, 2nd floor	New York	NY	100 01	New York City, Partial NJ: Princeton and north to Poughkeeps ie, Southern tip of Connecticut (Fairfield county)	ken@gibsonoffice.co m

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Gibson Interior Products	Jamie Waltuch	VP of Sales		516- 286- 8484	1239 Broadw ay, 2nd floor	New York	NY	100	New York City, Partial NJ: Princeton and north to Poughkeeps ie, Southern tip of Connecticut (Fairfield county)	jamie@gibsonoffice. com
Gibson Interior Products	Jenina Garcia Dolce	Exec utive VP		516- 865- 7168	1239 Broadw ay, 2nd floor	New York	NY	100 01	New York City, Partial NJ: Princeton and north to Poughkeeps ie, Southern tip of Connecticut (Fairfield county)	Jenina@gibsonoffice .com
Gibson Interior Products	Brooke Landstein	A&D Desi gn Direc tor		516- 729- 8862	1239 Broadw ay, 2nd floor	New York	NY	100 01	New York City, Partial NJ: Princeton and north to Poughkeeps ie, Southern tip of Connecticut (Fairfield county)	brooke@gibsonoffice .com
Gibson Interior Products	Kristin O'Neill	A/D Prod uct Speci alist			1239 Broadw ay, 2nd floor	New York	NY	100	New York City, Partial NJ: Princeton and north to Poughkeeps ie, Southern tip of Connecticut (Fairfield county)	kristin@gibsonoffice.com
Gibson Interior Products	Cindy Bitensky	Sales Cons ultan t (NJ Prim arily)			1239 Broadw ay, 2nd floor	New York	NY	100 01	New York City, Partial NJ: Princeton and north to Poughkeeps ie, Southern tip of Connecticut (Fairfield county)	cindy@gibsonoffice.com
Gibson Interior Products	Aksiniya Choi	Oper ation s Man ager			1239 Broadw ay, 2nd floor	New York	NY	100	New York City, Partial NJ: Princeton and north to Poughkeeps ie, Southern tip of Connecticut (Fairfield county)	Aksi@gibsonoffice.c

Galita Leiderman										galita@gibsonoffice. com
Gibson Interior Products	Darcy Silverstein	Sho wroo m Man ager	212- 685- 1077		1239 Broadw ay, 2nd floor	New York	NY	100 01	New York City, Partial NJ: Princeton and north to Poughkeeps ie, Southern tip of Connecticut (Fairfield	Darcy@gibsonoffice.com
Green River Furniture	lan Coney	Asso ciate	TBD		109 James Street North	Hamilto n	ON	L8 R 2K 6	county) Canada - East of Saskatchew an	ian.coney@sympatic o.ca
Green River Furniture	David Rivers	Princ ipal	TBD		109 James Street North	Hamilto n	ON	L8 R 2K 6	Canada - East of Saskatchew an	dwrivers@greenriverf urniture.ca
Group 4	Joey Truitt	Princ ipal		817- 832- 7483	Showro om: 1444 Oak Lawn, Suite 208	Dallas	TX	752 07	North Texas (Dallas, Ft. Worth)	joey@group-4.net
Group 4	Rick Bennett	Asso ciate		(214) 808- 9909	Showro om: 1444 Oak Lawn, Suite 208	Dallas	TX	752 08	North Texas (Dallas, Ft, Worth)	rick@group-4.net
Group 4	Jane Mott	Asso ciate		405- 819- 4040	7813 Old hickory Lane	Oklahom a City	OK	731 16	OK, AR	jane@group-4.net
Group 4	Tom Seifried	Asso ciate		918- 271- 3190	6510 S. 70th E. Ave	Tulsa	OK	741 33	OK, AR	t.seifried@sbcglobal. net
Group 4	Sharon Egger	A&D Asso ciate		214- 514- 0179	Showro om: 1444 Oak Lawn, Suite 208	Dallas			North Texas (Dallas, Ft. Worth)	sharon@group-4.net
Jack Werksman Marketing	Mike Barnes	Princ ipal	315- 413- 0058	315- 657- 3563	405 Spence r Street, Suite #2	Syracus e	NY	132 04	New York State	mb@jackwerksman marketing.com
Jack Werksman Marketing	Renee Petrella	Insid e Sales / Supp ort	315- 413- 0058		405 Spence r Street, Suite #2	Syracus e	NY	132 04	New York State	info@jackwerksman marketing.com
Jack Werksman Marketing	Megan Hess	Asso ciate	315- 413- 0058	607- 760- 2390	405 Spence r Street, Suite #2	Syracus e	NY	132 04	New York Sate	mh@jackwerksman marketing.com

Jeff Leist & Associates LLC.	Jeff Leist	Princ ipal	208- 664- 8974	208- 755- 5612	3000 Bonnell Rd	Coeur d'Alene	ID	838 14	ID(except Southeast corner), MT, Eastern WA (Spokane)	jeffwleist@gmail.co m
Jeff Leist & Associates LLC.	Steve Petroskie	Asso ciate	208- 664- 8974	208- 755- 9646	3000 Bonnell Rd.	Coeur d'Alene	ID	838 14	ID(except Southeast corner), MT, Eastern WA (Spokane)	stevepetroskie@gma il.com
Jeff Leist & Associates LLC.	Cindy Leist	Princ ipal	208- 664- 8974		3000 Bonnell Rd.	Coeur d'Alene	ID	838 14	ID(except Southeast corner), MT, Eastern WA (Spokane)	cindymleist@gmail.c om
Hawaii	HOUSE ACCOUNT								Hawaii	OPEN - HOUSE ACCOUNT
Level Reps	Shea Uebelhor	Princ ipal		312.504 .2919	222 Gale Ave	River Forest	IL	603 05	Illinois	shea@levelreps.com
Level Reps	Cory Johnson	Princ ipal		312,953 .1592	222 Gale Ave	River Forest	IL	603 05	Illinois	cory@levelreps.com
Level Reps	Ashley Allen	A&D- Mark eting		832.533 ,0937	222 W Mercha ndise Mart Plaza, Enwork Suite 11-118	Chicago	1L	606 54	Illinois	Ashley@levelreps.co m
Level Reps	Erika Bodine	Level Servi ces		781.775 .1103	223 W Mercha ndise Mart Plaza, Enwork Suite 11-118	Chicago	IL	606 55	Illinois	erika@levelreps.com
Level Reps	Cara Brosten	Bran d Man ager- Uniq uely Level		847,909 .7879	222 W Mercha ndise Mart Plaza, Enwork Suite 11-118	Chicago	IL	606 54	Illinois	cara@levelreps.com
Level Reps	Megan Matola	Sales Asso ciate		262- 993- 1313	2055 Underw ood Parkwa y	Elm Grove	WI	531 22	Wisconsin	megan@levelreps.co m
JohnsonSi mon	Jim Johnson	Princ ipal	281.435 .4941		7026 Old Katy Road Suite 161	Houston	TX	770 24	S Texas (Houston/A ustin)	jjohnson@Johnsonsi mon.com
JohnsonSi mon	Jeff Simon	Princ ipal	281.682 .5113		7026 Old Katy Road Suite 161	Houston	TX	770 24	S Texas (Houston/A ustin)	jsimon@johnsonsim on.com
JohnsonSi mon	Amanda Benson	Asso ciate	832607 6849		7026 Old Katy Road Suite	Houston	TX	770 24	S Texas (Houston/A ustin)	abenson@johnsonsi mon.com

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JohnsonSi mon	Jan McCormic k				7026 Old Katy Road Suite 161	Houston	TX	770 24	S Texas (Houston/A ustin)	jmccormick@Johnsonsimon.com
JohnsonSi mon	SHOWRO OM ADDRESS	Prefe rred addr ess for all small er ship ment s			7026 Old Katy Road Suite 161	Houston	TX	770 24	S Texas (Houston/A ustin)	
JohnsonSi mon	DEALER ADDRESS	Prefe rred addr ess for all LAR GE PRO DUC T's			TAG: Johnso n Simon Showro om Letourn eau Keller 5819 Milwee St	Houston	TX	770 92	S Texas (Houston/A ustin)	
Main Solutions LLC.	Alison Hondroulis	Sales		404- 906- 1866	1231 Collier Road Suite A	Atlanta	GA	303 18	Georgia	ahondroulis@mainso lutionsllc.com
Main Solutions LLC.	Rachel Straub	Sales		770- 769- 7644	1232 Collier Road Suite A	Atlanta	GA	303 19	Georgia	rstraub@mainsolutio nsllc.com
Main Solutions LLC.	Lynn Bollins	Sales		404- 775- 6881	1233 Collier Road Suite A	Atlanta	GA	303 20	Georgia	lbollins@mainsolutio nsllc.com
Main Solutions LLC.	Rick Proffitt	Princ ipal/ Own er		404- 936- 8619	1234 Collier Road Suite A	Atlanta	GA	303 21	Georgia	rproffitt@mainsolutio nsllc.com
Main Solutions LLC.	Tommie Ford	Sales		205- 305- 8102	1484 Indian Crest Dr.	Indian Springs	AL	351 24	Alabama/Pa n handle/Miss issippi	tford@mainsolutions llc.com
Main Solutions LLC.	Tim Butler	Sales		615- 479- 4950	651 Harpeth Trace Dr.	Nashvill e	TN	372 21	Tennessee	tbutler@mainsolutio nsllc.com
Main Solutions LLC.	Melissa Shubring	Direc tor of sales servi ces								mschubring@mains olutionsllc.com
Main Solutions LLC.	Kim Ethridge	Sales Supp ort								kethridge@mainsolut ionsllc.com
Main Solutions LLC.	Channell Drake	Sho wroo m Man ager								cdrake@mainsolutio nsllc.com

Main Solutions LLC.	Jan Arms	Orde r entry								jarms@mainsolution sllc.com
		/com missi ons								
Mira Contract	Katy Baroni	Princ		415- 793- 2270	2828 Fulton Street	San Francisc o	CA	941 18	Northern California	katy@miracontract.c om
Mira Contract	Tamara Schwab	Seni or Sales Speci alist		714- 330- 8170	2828 Fulton Street	San Francisc o	CA	941	Northern California	tamara@miracontrac t.com
Mira Contract	Laleh Namdar	A&D Sales Speci alist		510,710 .0950	2828 Fulton Street	San Francisc o	CA	941	Northern California	laleh@miracontract.c om
Mira Contract	Aimee Norwine	Sales Speci alist		415.601 .5592	2828 Fulton Street	San Francisc o	CA	941 18	Northern California	aimee@miracontract .com
PSA	Bill Wilson	CEO / Sales Man ager		336- 210- 2756	2783 NC Hwy 68 south Suite 116	High Point	NC	272 65	NC/SC	billwpsa@gmail.com
PSA	Spencer Wilson	Sales		336.772 .0107	2783 NC Hwy 68 south Suite 116	High Point	NC		NC	spencerwpsa@gmail .com
PSA	Greg Phillips	CEO / Foun der		336- 491- 0847	2783 NC Hwy 68 south Suite 116	High Point	NC		NC/SC	gregppsa@gmail.co m
PSA	Judy Phillips	Sales Admi nistr ator		336- 491- 1900			NC		NC/SC	jpheels@gmail.com
PSA	John Eisaman	Territ orial Man ager		716- 523- 5646	TBD		SC		South Carolina	johnepsa@gmail.co m
PSA	Michael Hullett	Territ orial Man ager		410- 596- 5682	2903 N. Davidso n St.	Charlott e	NC	282 05	NC	m.j.hullett@gmail.co m
Ritz Associates	Mike MacDonal d	Presi dent	617- 439- 0800 x32	617- 571- 6443	112 Beach Street	Boston	MA	022 11	CT, MA, RH, VT, NH, ME	mike@ritzinc.com
Ritz Associates	Ainslie Ritz	Asso ciate	617- 439- 0800 x22	617- 359- 6980	112 Beach Street	Boston	MA	022 11	CT, MA, RH, VT, NH, ME	ainslie@ritzinc.com
Ritz Associates	Mager Walker	Asso ciate	617- 439- 0800 x28	617- 590- 7016	112 Beach Street	Boston	MA	022 11	CT, MA, RH, VT, NH, ME	Mager@ritzinc.com
Ritz Associates	Kiki Gross	Insid e Sales /	617- 439- 0800 x25	617- 548- 3025	112 Beach Street	Boston	MA	022 11	CT, MA, RH, VT, NH, ME	kiki@ritzinc.com

		Supp								
Ritz Associates	Stephen O'Connor	Sales Supp ort	617- 439- 0800 x27		112 Beach Street	Boston	MA	022 12	CT, MA, RH, VT, NH, ME	stephen@ritzinc.com
Ritz Associates	Deb Gearty	Sales Supp ort	617- 439- 0800 x28	(860) 965- 8178	65 Brunswi ck Ave	West Hartford	СТ	061 07	CT, MA, RH, VT, NH, ME	deb@ritzinc.com
Ritz Associates	Dennis Votta	Sales Exec utive	617- 439- 0800	401- 440- 9883	25 Hamilto n DR	East Greenwi ch	RI	028 18	CT, MA, RH, VT, NH, ME	dennis@ritzinc.com
Ritz Associates	Matt Hodge	Sales Supp ort	617- 439- 0800	413.262 2642		Boston	MA	022 10	CT, MA, RH, VT, NH, ME	matt@ritzinc.com
Ritz Associates		Liter ature			112 Beach Street	Boston	МА			
Schneider League Associates	Nancy League	Princ ipal		301- 537- 3514	15300 Jones Lane	Gaithers burg	MD	208 78	DC, MD, VA	nancyleague@comc ast.net
Schneider League Associates	Kevin Schneider	Princ ipal		703- 967- 0216	9116 Lime Ct	Fairfax	VA	220 32	DC, MD, VA	kevin_schneider@ver izon.net
Schneider League Associates	Michael Woodsmal		703- 327- 4610	703- 402- 6053	23929 Tenbur y Wells Place	Aldie	VA	201 05	DC, MD, VA	mwoodsmall@verizo n.net
Schneider League Associates	Ken Cruz	Asso ciate /A&D	Use Mobile	703- 969- 0280	2112 Columb ia Pike C-3	Arlington	VA	222 04	DC, MD, VA	kmcruz@comcast.ne t
Schneider League Associates	Wade Perry	Asso ciate	804- 360- 1340	804- 641- 6793	3905 Browns tone Blvd.	Glen Allen	VA	230 60	Southern VA	wadeperry@verizon net
Schneider League Associates	Matthew Crowder	Asso ciate	443- 717- 0593		67 Bryans Mil Way	Catonsvi Ile	MD	212 28	Baltimore, MD	matthewdcrowder@ gmail.com
Schneider League Associates	Showroom				7601 Lewinsv ille Rd #312	McLean	VA	221 02		
Stanczak and Associates Inc.	Michael Stanczak	Asso ciate	610- 828- 8088	610- 389- 7579	111 Fayette Street	Conshoh ocken	PA	194 28	Eastern PA, DE, Southern New Jersey	mike@phillyrep.com
Stanczak and Associates Inc.	Michelle Burns	Sales Supp ort	610- 828- 8088	215- 208- 2690	111 Fayette Street	Conshoh ocken	PA	194 29	Eastern PA, DE, Southern New Jersey	michelle@phillyrep.c om
Stanczak and Associates Inc.	Kelly Kimberly	Asso ciate	610- 828- 8088	215- 806- 8978	111 Fayette Street	Conshoh ocken	PA	194 28	Eastern PA, DE, Southern New Jersey	kelly@phillyrep.com
Stanczak and Associates nc.	Scott Greene	Asso ciate	610- 828- 8088	610- 716- 3899	111 Fayette Street	Conshoh ocken	PA	194 28	Eastern Central PA	scott@phillyrep.com
Stanczak and Associates Inc.	Karen Stanczak	Princ ipal	610- 828- 8088	610- 716- 6937	111 Fayette Street	Conshoh ocken	PA	194 28	Eastern PA, DE, Southern New Jersey	karen@phillyrep.com
STIR	Tina Turner	Princ ipal	303- 733- 0404	303- 882- 4499	1825 Lawren ce	Denver	СО	802 02	CO, WY	tina@stirdenver.com

					Street #200					
STIR	Steve Walters	Prini cpal and Oper ation s	303- 733- 0404	303.517 .3713	1825 Lawren ce Street #200	Denver	СО	802 02	CO, WY	Steve@stirdenver.co m
STIR	Hilary Engelhart	Genr eal Man ager	303- 733- 0404	c: 720- 989- 3210	1825 Lawren ce Street #200	Denver	CO	802 02	CO, WY	hilary@stirdenver.co m
STIR	Emily Keppel	Sales and Mark eting	303- 733- 0404	c: 314- 609- 3738	1825 Lawren ce Street #200	Denver	CO	802 02	CO, WY	emily@stirdenver.co m
STIR	Julie Winje	Speci al Proje cts (Part Time	303- 733- 0404	c: 303- 520- 3617	1825 Lawren ce Street #200	Denver	CO	802 02	CO, WY	Julie@stirdenver.co m
STIR	Kendall Hovater	Libra rian (Part Time)	303- 733,040 4	c:720- 272- 4888	1825 Lawren ce Street #200	Denver	CO	802 02	CO, WY	Kendall@stirdenver.c om
Tim O'Neil & Associates	Jennifer Lindemuth	Asso ciate (mai n cont act, mail here)		412- 953- 1005	113 Saddle Ridge Dr.	Oakdale	PA	150 71	West VA (Pittsburgh MSA)	jennifer@timoneilass ociates.com
Tim O'Neil & Associates	Nicole Daniels	Asso ciate								nicole@timoneilasso ciates.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.

Current and new relationships will be formed with the OMNIA Partners, Public Sector team starting with the Enwork Sales & Customer Support Team. Relationships will also be developed through the Independent Sales Teams, at a local level. Because this contract is so important to Enwork, its President and VP Sales & Marketing will proactively identify and develop new opportunities to grow sales with the OMNIA Partners, Public Sector team.

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.

Enwork is already a participating supplier to OMNIA. Any contract detail updates will happen immediately at time of award. Because the Education and Public Sectors are the two most important markets for Enwork to grow, the OMNIA contract will be positioned as the main contract to transact through. Several sales folks will attend/exhibit at relevant trade shows (NIGP) go increase brand awareness.

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.

			Nation	al IPA - Refe	rences 2018	3 & 2019		
Order Number	End User	Order Size	Order Date	Product Mix	Dealer	Dealer/ Customer Contact	Email Address	Phone Number
S018040029	Fort Range Community College	\$96,228.00	05/01/18	Training Tables	Office Scapes	Khara Kaud	kaud@officescapes.com	303-574- 1115
S018080269	Spokane Schools	\$95,339.16	10/01/18	Apex, Affinity, Impression	The Creative Office	Kori Mellick	kmellick@creativeof.com	509-747- 2636
S019050276	UT Snyder Memorial	\$42,855.00	08/01/19	Solano VT, Impression	Seagate	Karen Slawinski	kslawinski@seagateop.com	419-861- 6161
SO19031019	Ohio State	\$5,590.18	05/01/19	Foundation Tables	Continental Office	Michelle Dobbin	mdobbin@continentaloffice.com	614-262- 5010
S019060772	Malone University	\$3,305.60	08/01/19	Sensation Tables	Contract Source	Victoria Cull	vcull@contractsource.com	2216-351- 7575
S019110779	Naperville Police Department	\$5,255,04	12/01/19	Milan Task Chairs	Office Images	Jennifer Weston	jweston@officeimagesinc.com	678-325- 3267
SO18090890	Luthern Social Services	\$889,81	11/01/18	Landing Team Table	King	Grace Smith	gsmith@kbiinc.com	614-430- 0020
S018110123	TCU	\$11,148.80	01/01/19	Statement Tables	Intelligent Interiors	Vicki Anderson	vicki@intelligentinteriors.net	972-716- 9979
SO19060616	Council on Aging	\$13,086.72	07/01/19	Sensation Tables	Beaux Arts Group	Lindsay Kennedy	lkennedy@beauxartsgroup.com	407-302- 0092
SO19091005	UNLV Gateway	\$21,651.00	11/01/19	Zori & Foundation	Western Office Interiors	Celia Rouse	crouse@westernoffice.com	702-347- 5570

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.

All orders are entered into an ERP system. This system is used to track all information found on a purchase order, schedule production, management inventory, and generate invoices. The system is incredibly robust, and we take great pride in the accuracy of the information.

Enwork accepts payment via ACH or check. All account information is recorded in our ERP system.

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 thre

Enwork is not able to guarantee sales on this contract, however our current sales pace on R142204, in addition to the relevant new products that have been introduced, indicate that Enwork should easily achieve \$750,000 to \$1,500,000 annually in contract sales.

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.

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 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

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:

- 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.

Requirements for National Cooperative Contract Page 20 of 55

- 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:
 - 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.
 - 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

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
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), 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.
- 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

	oplier:		

- 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
Signature	Signature
Name	Sarah Vavra Name
. 10.110	Sr. Vice President, Public Sector
	Contracting
Title	Title
Date	Date

EXHIBIT C

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "<u>Agreement</u>") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("<u>Principal Procurement Agencies</u>") 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, "<u>OMNIA Partners, Public Sector</u>") to be appended and made a part hereof and such other public agencies ("<u>Participating Public Agencies</u>") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "<u>OMNIA Partners Parties</u>") by either registering on the OMNIA Partners, Public Sector website (<u>www.omniapartners.com/publicsector</u> 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 ("**GPQ**") 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	Signature
	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

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 E CONTRACT SALES REPORTING TEMPLATE

					OTOR EXHIBIT			-	
					osoft Excel form			-	
OMNIA Partn								-	
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:							1		
Phone:									
Email:		-	_						
Participating Agency Name	Address	City	State	Zip Code	Participating Agency# {Assigned by OMNIA Partners, Public Sector and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)		
							-		
			===				-		
		_	_						
		-					-	-	
		_							
						Report Totals			
						Cumulative Contract Sales			

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

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.

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

	and pro-	radio of oddin danonomo and pondices as appropriate.
rights and privileges under the app by either party.	olicable laws and regulations wi	cy expends federal funds, the Participating Agency reserves all ith respect to this procurement in the event of breach of contract
Does offeror agree? YES	BL	Initials of Authorized Representative of offeror
(B) Termination for cause and f effected and the basis for settle	or convenience by the grant nent. (All contracts in excess	ee or subgrantee including the manner by which it will be s of \$10,000)
Pursuant to Federal Rule (B) abouright to immediately terminate any breach or default of the agreemen	agreement in excess of \$10,	y expends federal funds, the Participating Agency reserves the 000 resulting from this procurement process in the event of a erms of the contract.
Does offeror agree? YES		Initials of Authorized Representative of offeror
(C) Equal Employment Opportu	nity Event on athenvior	resided and a 44 OFD Det CO all as at a 41 to 44 to

(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 (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.

_Initials of Authorized Representative of offeror

Does offeror agree? YES

(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? YESInitials 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? YESInitials 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? YESInitials of Authorized Representative of offeror
RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FLINDS

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 re submit final expenditure reports or	equired by 2 CFR § 20 quarterly or annual finar	00.333 for a period of three years after grantees or subgrantees ncial reports, as applicable, and all other pending matters are closed.
Does offeror agree? YES	302	Initials of Authorized Representative of offeror
CERTIFICATION	OF COMPLIANCE WITH	THE ENERGY POLICY AND CONSERVATION ACT
it will comply with the mandatory sconservation plan issued in complia	standards and policies r ince with the Energy Pol	contract resulting from this procurement process, offeror certifies that elating to energy efficiency which are contained in the state energy icy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)
Does offeror agree? YES	5/2	Initials of Authorized Representative of offeror
CERTIF	ICATION OF COMPLIA	NCE WITH BUY AMERICA PROVISIONS
Administration funds, offeror certifies agrees to provide such certification	s that its products compl or applicable waiver with	Iministration, Federal Railroad Administration, or Federal Transit ly with all applicable provisions of the Buy America Act and h respect to specific products to any Participating Agency upon ica Act must still follow the applicable procurement rules calling
Does offeror agree? YES	BR	Initials of Authorized Representative of offeror
CER	TIFICATION OF ACCES	SS TO RECORDS – 2 C.F.R. § 200.336
the purpose of making audits, exan to offeror's personnel for the purpos Does offeror agree? YES	ninations, excerpts, and e of interview and discus	rtinent to offeror's discharge of its obligations under the Contract for transcriptions. The right also includes timely and reasonable access assion relating to such documents. Initials of Authorized Representative of offeror
CEI	RTIFICATION OF APPL	ICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts it av	vards pursuant to the Co	ontract shall be bound by the foregoing terms and conditions.
Does offeror agree? YES	BR	Initials of Authorized Representative of offeror
Offeror agrees to comply with all f further acknowledged that offeror specifically noted above.	ederal, state, and loca certifies compliance v	I laws, rules, regulations and ordinances, as applicable. It is with all provisions, laws, acts, regulations, etc. as
eror's Name: ASA 6184	P. Inc. 16	a Envoir
lress, City, State, and Zip Code: 🎵	900 chris	topher brive, Lowell int 4933,
one Number: 616 - 987 - 9446	0578	Fax Number:
ted Name and Title of Authorized epresentative: 1300 000 170	came UP	Sales and Marketny
ail Address: <u>breame C</u>	enwork, co) M
Signature of Authorized Representat	ive: 12 92	NO Date: 12/09/2019

ENWORK

December 09, 2019

Regarding Exhibit G: It is Enwork's absolute intent to sell products into New Jersey. At (or before) time of award, Enwork will supply the appropriate Documents 1-7. Additional executive review was required prior to final sign off.

Best regards,

Brandon Reame VP, Sales & Marketing

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 and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

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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
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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 CITES 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 SCIPIO, 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

Requirements for National Cooperative Contract Page 61 of 55

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 CALAPOOIA 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 IN (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

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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
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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. LAKI 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 PINEWOOD 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 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR RIDGEWOOD 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

ENWORK

Tab 4 – Qualification and Experiences



c) Qualification and Experience

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

In 2003, Kelli and David Powell had a concept for a company that could provide cost-effective work surfaces to furniture dealers, along with unmatched customer service. They mortgaged their family home to make it happen.

Today, Enwork remains committed to evolving with our customers. We take pride in making custom solutions accessible to clients of all sizes, and many of those ideas go on to inspire improvements in our own product lines.

In addition to being recognized as the market leader in tables, Enwork has made a name for ourselves with innovative benching environments, steel desks and storage, laminate and wood casegoods, support furniture, ergonomic products and accessories, and seating.

Our history of outstanding value, rapid product development and unparalleled customer service has resulted in a fast-moving company that provides smart solutions for emerging and custom applications.

Corporate office is located at 12900 Christopher Drive, Lowell, MI 49331.

ii. Describe Offeror's reputation in the marketplace.

You can tell a lot about a company by the company it keeps. Here at Enwork, we work with clients that are leaders in productivity, innovation, intuitive design and creative thinking—clients like Tesla, Lyft, Yeti and Netflix. These organizations want workspaces that not only meet their needs for agility and productivity, but also reflect their innovative values and culture. It's why they come to Enwork.

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

At Enwork, we stay ahead of trends to anticipate how to best optimize spaces, and design with creative forethought into how things can adapt for the future. Our products are created using a variety of material choices that beautifully prove their long-term value. We understand that what our clients invest in today must work for tomorrow.

We service our clients with the same focus on speed and agility. Our product development is rapid, our processes are adaptive and our teams are always on high alert. It's why we can count many fast-moving firms among our valued clients, and it's why we continue to grow at a record-breaking pace.

iv. Describe the experience and qualification of key employees.

Enwork is comprised of nearly 200 talented employees and team members. Annual employee turnover is extremely low, which can be attributed to careful hiring, competitive wages, and a healthy work culture.

David Powell, Owner/CEO: An engineer by training, with an MBA, started Enwork in 2003 after 9 years at a major competitor. His passion for engineering excellence and design positions him as a capable leader within the contract furniture industry.

Kelli Powell, Owner/CFO: Kelli was key member of the finance team at a \$12 billion global company. Her expertise in accounting and finance is impressive, and is a reason that Enwork has had a strong financial foundation since its inception.

Mike Kelley, President: With over 30 years of contract furniture experience, Mike has worked with large contract furniture companies such as Knoll, Herman Miller, and izzy+, prior to joining Enwork. In his role as President, he managed key global accounts such as Tesla, Slack, Expedia, Microsoft, and Boeing. He also leads the Enwork Studio team.

Brandon Reame, VP Sales & Marketing: With a background in entrepreneurship and master's degree in design, Brandon leads many facets of Enwork's brand experience; including product design, sales processes, and overall brand experience.

Harvey Bush, VP Engineering & Design Services: Harvey was one of the first employees at Enwork in 2004. His has an intimate knowledge of the contract furniture industry, and is a capable engineering lead.

Jason Riemersma, VP Operations: Jason's experience includes running successful global organizations with locations throughout the US, Europe, and Asia. His extensive experience in supply chain and plant management ensures Enwork can fulfill the needs of our customers, every time.

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

GSA provider since 2008. TCPN/NIPA supplier since 2015. Enwork has sold millions of dollars' worth of product to the government sector throughout the years. We have a dedicated Contracts Team that manages all contracts, and ensures corporate compliance.

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

Not applicable.

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.

National IPA - References 2018 & 2019								
Order Number	End User	Order Size	Order Date	Product Mix	Dealer	Dealer/ Customer Contact	Email Address	Phone Number
SO18040029	Fort Range Community College	\$96,228.00	05/01/18	Training Tables	Office Scapes	Khara Kaud	kaud@officescapes.com	303-574- 1115
SO18080269	Spokane Schools	\$95,339.16	10/01/18	Apex, Affinity, Impression	The Creative Office	Kori Mellick	kmellick@creativeof.com	509-747- 2636
SO19050276	UT Snyder Memorial	\$42,855.00	08/01/19	Solano VT, Impression	Seagate	Karen Slawinski	kslawinski@seagateop.com	419-861- 6161
SO19031019	Ohio State	\$5,590.18	05/01/19	Foundation Tables	Continental Office	Michelle Dobbin	mdobbin@continentaloffice.com	614-262- 5010
S019060772	Malone University	\$3,305.60	08/01/19	Sensation Tables	Contract Source	Victoria Cull	vcull@contractsource.com	2216-351- 7575
SO19110779	Naperville Police Department	\$5,255.04	12/01/19	Milan Task Chairs	Office Images	Jennifer Weston	jweston@officeimagesinc.com	678-325- 3267
S018090890	Luthern Social Services	\$889.81	11/01/18	Landing Team Table	King	Grace Smith	gsmith@kbiinc.com	614-430- 0020
S018110123	TCU	\$11,148-80	01/01/19	Statement Tables	Intelligent Interiors	Vicki Anderson	vicki@intelligentinteriors.net	972-716- 9979
S019060616	Council on Aging	\$13,086.72	07/01/19	Sensation Tables	Beaux Arts Group	Lindsay Kennedy	lkennedy@beauxartsgroup.com	407-302- 0092
SO19091005	UNLV Gateway	\$21,651.00	11/01/19	Zori & Foundation	Western Office Interiors	Celia Rouse	crouse@westernoffice.com	702-347- 5570

viii. Provide any additional information relevant to this section.

Enwork is laser focused in becoming the best tables company in the industry. We are focused on offering compelling conference, training, and work tables to the market. While other companies become distracted with the latest fad or a new product category, our mission is to provide tables with excellent design, price points, and value. Examples include:



Zori, a comprehensive training table collection with 27 unique models.



Adventure, Inspired by Architecture. Mixed materials and adventuresome design touches inspire conversations in any space



Equilibrium provides the perfect balance of form and function to turn any conference environment into an impressive design statement. Its patent-pending, revolutionary design leverages a single base to create the illusion of a floating surface up to 20 feet.



d) Value Add

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

Ease of Specification- Enwork's knowledgeable design team quotes any product on contract, and provides a detailed product quote/specification, a rendering, and CAP symbols. Enwork product is found on MyResourceLibrary, CAP/GIZA, and Project Matrix. Products can be imported into Configura CET as well.

Quick Lead times - Most products are built to order, and ship within 4-6 weeks as standard.

Environmental Consideration- All laminate products pass SCS Indoor Advantage Gold for healthy indoor air quality.

- 3. 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.
- 4. 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.

Enwork's sales on the current contract continue to grow. The last 2 years had sales of nearly \$650,000, and that is expected to grow significantly with the addition of the Zori product collection, as well as a new Education Solutions brochure that was introduced in October, 2019.

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





7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 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:

 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:

 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.)

17/09/2019 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	() n
	ASSA Group, Inc. dba Enwor	k	12 Ilone
			Signature
			Brandon Reame
			Printed Name
	12900 Christopher Drive		VP, Sales & Marketing
Address	·		Position with Company
	Lowell, MI 49331		
		Official	
		Authorizing Proposal	12 In Rae
	3:		Signature
	Q		Boundon Reame
			Printed Name
Phone	1.800.815.7251		VP, Sales + Marketing
	S		Position with Company
Fax	616.987.9446		

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:

Staring 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

Frequently Asked Questions:

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

Furniture, Installation, and Related Services Solicitation Number 19-18 Addendum No. 1

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		
1 Name of business entity filing form, and the city, state and country of the business entity's place				CERTIFICATION OF FILING		
1	of business.	Certificate Number: 2019-568153				
	ASSA Group, Inc. dba Enwork Lowell, MI United States		en. J.			
	Name of governmental entity or state agency that is a party to the	ha contract for which the form is	Date Filed: 12/09/2019			
ı	being filed.	ne contract for which the form is				
	Region 4 Education Service Center / OMNIA		Date Acknowledged:			
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provi	ity or state agency to track or identify ded under the contract,	the co	ontract, and pro	vide a	
	Solicitation Number 19-18					
	Contract furniture.					
4					re of interest	
	Name of Interested Party	City, State, Country (place of busine	ess)	· — — — — — — — — — — — — — — — — — — —		
Day	well Kelli	Laurell Add Haite d Chete		Controlling		
POV	vell, Kelli	Lowell, MI United States			Х	
Pov	vell, David	Lowell, MI United States		Х		
				-		
			_			
5 C	heck only if there is NO Interested Party.					
6 U	NSWORN DECLARATION					
M	yname is Boundon Reame	, and my date of t	oirth is	04/01/	1986	
Μ	y address is 1151 W Childrewa Dr 4E (street)	(city) (sta	IT. ate)	4 950 6 (zip code)	(country)	
1	declare under penalty of perjury that the foregoing is true and correc	t.				
Ε	xecuted in Kpn+ County	, State of Michigan, on the	gy da	ay of Decemb	<u>~</u> , 20 <u>/9</u> . (year)	
		1292 Nie	>	,	,	
		Signature of authorized agent of conti (Declarant)	racting	business entity	.0	

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.

ı, Brandon Reame	as	an	authorized
representative of			
ASSA Group, Inc. dba Enwork		а	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

12/09/2019

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 424B, ¶ 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 <u>construction/reconstruction/renovation</u> and <u>related services</u>, <u>bids must be</u> 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

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.

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:

Furniture, Installation, and Related Services Solicitation Number 19-18 Addendum No. 1 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 Furniture, Installation, and Related Services

Solicitation Number 19-18 Addendum No. 1

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

- "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."

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 aweek.
- 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. <u>Applicability</u>: 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 workweek.
- 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) <u>Subcontracts</u>. 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 partwith Federal assistance provided by FEMA."

Debarment and Suspension.

- a. <u>Applicability:</u> 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. <a href="https://sec.2016.com/sec.

- 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

Furniture, Installation, and Related Services Solicitation Number 19-18 Addendum No. 1 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. <u>Applicability</u>: 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:

Furniture, Installation, and Related Services Solicitation Number 19-18 Addendum No. 1

- 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, ASSA Group, Inc. dba Enwork ___, 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

Brandon Reame, VP Sales & Marketing

Name and Title of Contractor's Authorized Official

12/09/2019

Date"

10. Procurement of Recovered Materials.

- a. <u>Applicability</u>: 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. <u>See_DHS</u> 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 Nam- ASSA Group,		Enwork			 ;
Address, City, 12900 Christo		nd Zip Code: Lowell, MI 49331			
Phone Number: 1.800.815.7251 616.987.9446		Fax Numbe	ər:		
Printed Name Representati		of Authorized on Reame, VP Sales &	Marketing		
Email Address breame@env	•				
Signature	of	Authorized	Representative:	pon Rame	Date:

QUESTIONNAIRE

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

7.	 Do you currently have a diversity program or any diversity partner business with? (If the answer is yes, attach a statement detailing the structure of your p a list of your diversity alliances and a copy of their certifications.) 	□Yes 🔯	No					
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 disadvantages 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:		77					
	b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (SBE) or DBE	terprise (I ⊠Yes	·					
	List certifying agency: U.S. Small Business Administration							
	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 List certifying agency:	∐Yes	⊠No —					
	as Offeror made and is Offeror committed to continuing to take all affirmati CFR 200.321 as it relates to the scope of work outlined in this solicitation?							

Furniture, Installation, and Related Services Solicitation Number 19-18 Addendum No. 1

3.

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

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

Company Name ASSA Group, Inc. dba Enwork	_
Contact Person Brandon Reame	_
Signature 29n Nove	
Date <u>12/09/2019</u>	

Crystal Wallace Region 4 Education Service Center Business Operations Specialist