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EDUCATION

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July 21,2022

Region 14 Education Service Center

Re: NCPA RFP# 24-22 for Furniture

Dear Region 14 ESC Review Committee

For over 70 years Haskell Office LLC now Haskell Office LLC dba Haskell Education has been committed to providing excellent service, support and products to our public sector customers.

We are thrilled to be presenting you with a comprehensive and through proposal for RFP 24-22. Our team has prepared a complete package that will demonstrate our capabilities to provide furniture solutions to NCPA members along with unparalleled service, expertise and unprecedented value and savings. Haskell Education prides itself on providing excellent service, not simply at the time of sale but from the beginning of your furniture decision throughout the lifetime of the product. Considering both design and value, we will provide the expertise to ensure the NCPA members are offered the best possible solution in accordance with budgets and functional criteria.

We've successfully held a NCPA contract for several years and feel with the changes in our organization (expanded manufacturing locations, additional rep and dealer support, innovative product launches) have us positioned to grow our relationship with NCPA and its members.

Thanks

Sincerely,

Tim Kerfien
Customer Support Supervisor / Contract Administrator

Request for Proposal (RFP) for Furniture

Solicitation Number: 24-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Furniture for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Furniture, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified.

Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For

Furniture

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 24-22

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Furniture.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- ◆ Submission of Response
 - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- ◆ Public Bid Opening
 - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

- ◆ Required Proposal Format
 - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

- ◆ Tabs
 - Tab 1 – Master Agreement / Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Innovation
 - Tab 10 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
 - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

◆ 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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; 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

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party 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.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are 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.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
 - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References and Experience (15 points)
 - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing

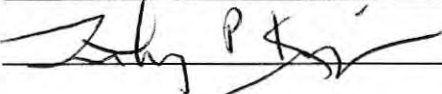
- ◆ Value Added Products/Services Description, (10 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

- ◆ Innovation (10 points)
 - Past Innovation, how it affected sales
 - Future Innovation in the pipeline

Signature Form

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>Haskell Office, LLC DBA Haskell Education</u>
Address	<u>273 Montgomery Ave.</u>
City/State/Zip	<u>Bala Cynwyd, PA 19004</u>
Telephone No.	<u>(616) 278-1010</u>
Fax No.	<u>724-265-1223</u>
Email address	<u>tkerfien@haskelloffice.com</u>
Printed name	<u>Timothy P. Kerfien</u>
Position with company	<u>Customer Support Supervisor/Contract Administrator</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Haskell Education (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-93, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

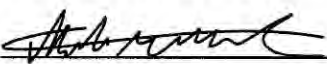
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- 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 such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: September 1, 2022

Vendor:

Haskell Office, LLC DBA Haskell Education
 Name: Timothy P. Kerfien
 Title: Customer Support Supervisor/Contract Administr.
 Address: 273 Montgomery Ave.
Bala Cynwyd, PA 19004
 Signature: 
 Date: September 19, 2022

Tab 3 – Vendor Questionnaire

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

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

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

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Bala Cynwyd, State of PA

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

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

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller Tab 3 Attach B

Value-added reseller Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Timothy P. Kerfien

Title: Customer Support Supervisor/Contract Administrator

Company: Haskell Office, LLC DBA Haskell Education

Address: 273 Montgomery Ave.

City: Bala Cynwyd State: PA Zip: 19004

Phone: (616) 278-1010 Email: tkerfien@haskelloffice.com

- Purchase Orders

Contact Person: Karen Drapela
Title: Senior Customer Support Specialist
Company: Haskell Office, LLC DBA Haskell Education
Address: 273 Montgomery Ave.
City: Bala Cynwyd State: PA Zip: 19004
Phone: 724-265-1200 Email: kdrapela@haskelloffice.com

- Sales and Marketing

Contact Person: Cristel Hutchinson
Title: VP of Sales
Company: Haskell Office, LLC DBA Haskell Education
Address: 273 Montgomery Ave.
City: Bala Cynwyd State: PA Zip: 19004
Phone: (360) 529-7074 Email: chutchinson@haskelleducation.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No



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Dealers/Resellers
 Tab 5 Attachment B

NAME	ADDRESS1	CITY	STATE	ZIP	TELEPHONE_NO
360 OFFICE OUTFITTERS, INC.	8385 IRIS DRIVE	BROWNSBURG	IN	46112	317-456-4970
A&A MODULAR	100 TAINTER ST	WORCHESTER	MA	1610	508-410-0573
A.J. GRACK BUSINESS INTERIORS	3364 WEST 26TH STREET	ERIE	PA	16506	
ABERDEEN AREA INDIAN HEALTH SRVC	DIV OF FINANCIAL MGT-FED BLDG	ABERDEEN	SD	57401	(605) 867-3065
ABUNDANCE HOUSE FOUNDATION	CO FORWARDING AGENT	GRAND RAPIDS	MI	49523	
ACCOUNTS PAYABLE DEPARTMENT	EAST BLDG RM 1501	NEW YORK	NY	10065	212-650-3812
ACTION BUSINESS INTERIORS	39-B ALPHA PARK	HIGHLAND HTS.	OH	44143	
ADAMS CHRISTIAN SCHOOL	5539 BYRON CENTER AVE	WYOMING	MI	49519	
ADVANCED SPECIAL TOOLS	320 CLARK ROAD	BATTLE CREEK	MI	49037	269-962-9697
Alfred Williams & Co.	1050 Shop Road	Columbia	SC	29201	803-767-4225
ALFRED WILLIAMS & COMPANY	410 S SALISBURY STREET	RALEIGH	NC	27601	(919) 832-9570
ALLIED EQUIPMENT COMPANY, INC.	9 PRINCESS RD #E	LAWRENCEVILLE	NJ	08648	609-512-7236
AMERICAN INTERIORS	302 SOUTH BYRNE ROAD	TOLEDO	OH	43615	248-295-7271
AMERICAN MEDICAL CLINIC	6378 FOURTEEN MILE ROAD	WARREN	MI	48092	248-632-0814
ARRINGTON COMMERCIAL INTERIORS	1724 VIRGINIA BEACH BLVD	VIRGINIA BEACH	VA	23454	(757) 428-7898
ART WERKSMAN ASSOCIATES	6013 MISTY RIDGE LANE	CICERO	NY	13039	315-288-5212

AT EQUIPMENT SALES CORPORATION	130 BROOK STREET	SCARSDALE	NY	10583	(914) 472-7222
ATD AMERICAN	135 GREENWOOD AVENUE	WYNCOTE	PA	19095-1396	215-576-1000
AUTOLIV	1320 PACIFIC	AUBURN HILLS	MI	48326	
A-Z OFFICE RESOURCE	781A AIRWAYS BLVD	JACKSON	MI	38301	
A-Z OFFICE RESOURCE INC	3014 OWEN DRIVE	ANTIOCH	TN	37013	615-471-5746
BALKAN PLUMBING	130-01 JAMACIA AVE	RICHMOND HILL	NY	11418	
BARROWS	1302 ROCKLAND AVE NW	ROANOKE	VA	24012-3838	540-362-5700
Barry X Ball Studio	97 Grand Street	Brooklyn	NY	11249	
BEACH & BEACH ASSESSING	9751	STANWOOD	MI	49346	213-250-2986
BECKS HYBRID	6767 EAST 276TH STREET	ATLANTA	IN	46031	
BELL OFFICE FURNITURE	333 ADAMS STREET	BEDFORD HILLS	NY	10507	914-242-7474
BETHLEHEM AREA SCHOOL DISTRICT	250 E. FAIRVIEW STREET	BETHLEHEM	PA	18018	610-653-7446
B-I-OFFICE FURNITURE	61-65 METROPOLITAN AVENUE	MIDDLE VILLAGE	NY	11379	718-417-0500
BKM	340 WOODMONT RD	MILLFORD	CT	60460	(203) 874-7754
BKM OF TEXAS	9655 CLIFFORD DR	DALLAS	TX	75220	214-902-7200
BRADFORD SYSTEMS	430 COUNTRY CLUB DRIVE	BENSENVILLE	IL	60106	
BRAME SCHOOL PRODUCTS	949 WASHINGTON STREET	DURHAM	NC	27701	919-683-1331
BRIAN KERR	117 NORTH MAIN STREET	ELIZABETHTOWN	KY	42701	
Brighton Gardens of West Orange	220 Pleasant Valley Way	West Orange	NJ	7052	
BRODOVSKY ENTERPRISES	3816 BINZ-ENGLEMAN ROAD	SAN ANTONIO	TX	78219	210-386-6959
BUSINESS ENVIRONMENTS	5611 E MORGAN AVE	EVANSVILLE	IN	47715	(812) 474-4260
BUSINESS EQUIPMENT COMPANY	PO BOX 1385	SPRINGFIELD	OH	45501	
BUSINESS FURNITURE	6102 VICTORY WAY	INDIANAPOLIS	IN	46278	317-216-1606
BUSINESS INTERIORS BY STAPLES	PO BOX 102422	COLUMBIA	SC	29224	
CAMERON PARISH LIBRARY	10200 GULF HIGHWAY	LAKE CHARLES	LA	70607	337-598-5950

CONSUMER OFFICE FURNITURE	PINNACLE DESIGN	SAGINAW	MI	48603	(989) 790-6699
CONTEMPORARY GALLERIES	PO BOX 2829	CHARLESTON	WV	25330	304-344-1231
CONTINENTAL OFFICE ENVIRONMENTS	2601 SILVER DR	COLUMBUS	OH	43211	(614) 262-8088
CONTRACT CONNECTIONS INC	9125-E WHISKEY BOTTOM RD	LAUREL	MD	20723	(301) 937-7900
CONTRACT FURNISHINGS	114 N ST FRANCIS	WICHITA	KS	67202	316-267-5763
CONTRACT SOURCE INC	2 CORPORATION CENTER	BROADVIEW HTS	OH	44147	800-733-0027
COPPERFIELD CHIMNEY	4753 14 MILE RD	ROCKFORD	MI	49341	616-874-9322
CORPORATE CONCEPTS	2412 MAIN STREET	COLUMBIA	SC	29201-1948	
CORPORATE CONCEPTS	1308 COOK STREET	COLUMBIA	SC	29203	803-348-6237
CORPORATE ENVIRONMENTS	605 EAST BROAD ST	BETHLEHEM	PA	18018-6396	610-974-7990
COS BUSINESS PRODUCTS & INTERIORS	1548 RIVERSIDE DR	CHATTANOOGA	TN	37406	(423) 624-0011
COYOTE SCHOOL FURNISHINGS	32903 N MILDRED LANE	SAN TAN VALLEY	AZ	85142	(480) 227-0800
CREATIVE LIBRARY CONCEPTS	525 BOULEVARD	KENILWORTH	NJ	07033-1611	(908) 276-9200
CREATIVE OFFICE DESIGNS, INC	25600 WOODWARD AVE	ROYAL OAK	MI	48067	248-399-8107
CREATIVE STUDIO PROMOTIONS	25 JEFFERSON SE SUITE 102	GRAND RAPIDS	MI	49503	616-485-0065
CRETE-MONEE CMTY SCHOOL DISTRICT 201U	1400 S. SANGAMOND	CRETE	IL	60417	
CULVER-NEWLIN	520 E RINCON STREET	CORONA	CA	92879	
CWC	I-85 AT SPECIAL MONEY ROAD	ATLANTA	GA	30340	
CWC OFFICE FURNISHINGS	4343 NE EXPRESSWAY	ATLANTA	GA	30340	800-292-8220
CYNTHIA MARIE KEENAN	3004 WOODSBORO DR	GRAND RAPIDS	MI	49525	
DAVID LANTING	6935 EDGEVIEW AVE SW	BYRON CENTER	MI	49315	616-231-3086
DAVID PRINCE	80 WOODLAKE RD	KINCHELOE	MI	49788	
DCSD INNOVATION & DESIGN CENTER	985 S PLUM CREEK BLVD	CASTLE ROCK	CO	80104	303-387-0608
DELANEY & ASSOCIATES, INC.	20120 ROUTE 19	CRANBERRY TOWNSHIP	PA	16066	
DELVE INTERIORS	050 WILLOWSPRINGS LANE	BURLINGTON	NC	27215	704-817-1109

EXPERT OFFICE LLC (EMERSON)	2222 ROBERTSON DRIVE	RICHLAND	WA	99354	
FAISON OFFICE PRODUCTS	3206 REHOBETH CHURCH ROAD	GREENSBORO	NC	27406	336-856-0100
FEDERAL BUREAU OF PRISONS	UNITED STATES PENITENTIARY	ATLANTA	GA	30315	(404) 635-5628
FEIGUS OFFICE FURNITURE	2604 ATLANTIC AVENUE	WALL	NJ	7719	732-780-6665 X 12
FENS ASSOCIATES, LLC	PO BOX 186	GROVELAND	MA	1834	
FLINT ENERGY	3051 CITY VIEW DRIVE	MORGANTOWN	WV	26501	304-292-0041
FORECAST			MI		
FOREST ROAD SCHOOL	16 FOREST AVENUE	VALLEY STREAM	NY	11581-6134	
FORMS AND SUPPLY	1314 E FIFTH ST	LUMBERTON	NC	28358	800-286-3458 X3505
FORSYTH COUNTY BOARD OF EDUCATION	1120 DAHLONEGA HWY	CUMMING	GA	30040	
FRANK COONEY COMPANY	1226 N MICHAEL DR	WOOD DALE	IL	60191	(630) 694-8800
G & G BUILDERS INC	500 CORPORATE CENTRE DRIVE	SCOTT DEPOT	WV	25560	(304) 757-9196
G & M BUSINESS INTERIORS	1099 W. LA CADENA	RIVERSIDE	CA	92501	800-686-6583
GBI	320 SEVEN SPRINGS WAY	BRENTWOOD	TN	37027	615-425-5257
GDY INSTALLATIONS	302 ARCO DR.	TOLEDO	OH	43607	
GEFE	6050 SHADOW HILLS ROAD	LAS CRUCES	NM	88012-9539	
GIBRALTAR	421 CEMENTENNIAL ST	ZEELAND	MI	49464	616-748-4857
GOSHEN COLLEGE	1700 SOUTH MAIN STREET	GOSHEN	IN	46526	(574) 535-7316
GOVERNMENT & EDUCATIONAL FURNISHINGS ENT	5784 IRISH PAT MURPHY DRIVE	PARKER	CO	80134	575-312-2177
GREAT LAKES FURNITURE SUPPLY, INC.	687 COMMERCE COURT	HOLLAND	MI	49424	
GREATER SOUTHERN TIER BOCES	9579 VOCATIONAL DRIVE	PAINTED POST	NY	14870	607-739-3581
GREGORY CLARIN	6556 GRAN VIA DR	ROCKFORD	MI	49341	616-915-2106
GTK COMPANY	257 CARROLL STREET	BROOKLY	NY	11231-4901	718-237-0033
GUERNSEY, INC.	45070 OLD OX ROAD	DULLES	VA	20166	703-501-4043
GULFCOAST FURNITURE INSTALLATION	4731 TRANSPORT DR	TAMPA	FL	33605	239-940-3440

INNOVATIVE OFFICE SOLUTIONS, INC.	8016 INDUSTRIAL DR	MARIA STEIN	OH	45860	419-925-5433
INTEGRITY OFFICE PRODUCTS	D/B/A LOY'S OFFICE SUPPLIES	LAGRANGE	GA	30240	706-884-1723
INTER OFFICE WORKSPACE FURNITURE	505 NORTH BROADWAY	FARGO	ND	58102	
INTERGRATED	125 STATE STREET	MOONACHIE	NJ	7074	201-994-8718
INTERIOR POSSIBILITIES OFFICE FURNITURE	55 VERMEER DRIVE	LANGHORNE	PA	19053	215-741-1727
INTERIOR WORKPLACE SOLLUTIONS LLC	6765 AMBASSADOR DRIVE	ALLENTOWN	PA	18106-9510	610-391-0733
INTEROFFICE WORKSPACE FURN	505 NORTH BROADWAY	FARGO	ND	58102	701-232-3013
ISPACE FURNITURE	811 GLENWOOD AVENUE	MINNEAPOLIS	MN	55405	612-278-9217
J & S EQUIPMENT CO.	1222 E ARAPAHO ROAD	RICHARDSON	TX	75081	972-235-8828
J K L DESIGN GROUP INC	1839 61ST STREET	SARASOTA	FL	34236-4144	(941) 358-4994
JKL DESIGN GROUP, INC.	1839 61ST STREET	SARASOTA	FL	34243	941-358-4994
JM DISTRIBUTORS	8257 LITTLE RIVER DAM ROAD	RADFORD	VA	24141	540-731-6903
JOHN P PICONE INC	PO BOX 9013	LAWRENCE	NY	11559	(516) 239-1600
JOHNSON CO LIBRARY	49 EAST	FRANKLIN	IN	46131	
JOHNSON MATTHEY TESTING	12600 UNIVERSAL DR	TAYLOR	MI	48180	734-946-4321
KAREN LANDWERLEN	5784 IRISH PAT MURPHY DRIVE	PARKER	CO	80134	575-312-2177
KAY-TWELVE.COM	5625 N. HIGH STREET	WORTHINGTON	OH	43085	888-624-5451
KDI DESIGN, INC.	427 NORTH KIRK ROAD	GENEVA	IL	6134	
KEN KEE SERVICES	7150 COUNTY ROAD 50	CARVER	MN	55315	612-750-7446
KEYLINE DISTRIBUTORS	2537 SULPHUR SPRINGS ROAD	SAUQUOIT	NY	13456	315-736-2880
KINGSBURY G.I.D	255 KINGSBURY GRADE	STATELINE	NV	89449	775-588-3548
KINGSCOTT	229 EAST MICHIGAN	KALAMAZOO	MI	49007	269-381-4880 X 294
KIRBY SCHOOL DISTRICT 140	16931 GRISSOM DR	TINLEY PARK	IL	60477	
KPC ARCHITECTURAL PRODUCTS	2464 FORTUNE DRIVE	LEXINGTON	KY	40509	859-269-3646
KRYSTAL COMPANY	1455 LINCOLN PARKWAY	DUNWOODY	GA	30346	770-351-4682

LAFAYETTE MATERIALS MANAGEMENT CO. INC	PO BOX 6187	LAFAYETTE	IN	47903-6187	(765) 447-7400
LAFAYETTE OFFICE SUPPLY	1400 TEAL ROAD	LAFAYETTE	IN	47905	
LANSING BUILDING PRODUCTS	4537 TRANSPORT DRIVE	TAMPA	FL	33605	813-44-6280
LARSON COMPANY	403 SOUTH VERMONT	PALATINE	IL	60067	847-875-7105
LAFAYETTE OFFICE SUPPLY	17 N. 10TH STREET	LAFAYETTE	IN	47901	765-742-2177
LB's Furniture Solutions, LLC	8 Clearview Drive	Spencerport	NY	14559	585-349-0336
LCHIC	1100 GRAMPLAN BLVD	WILLIAMSPORT	PA	17701	
LEE COMPANY INC	27 SOUTH 12TH STREET	TERRE HAUTE	IN	47807	(812) 235-8155
LEE DISTRIBUTORS INC.	PO BOX 447	VERNON	NJ	7462	
LEEWAY FURNITURE COMPANY	528 APPIAN WAY	MATTESON	IL	60443	(312) 730-0842
Leonard Bus Sales	7150 Apple Tree Avenue	Bergen	NY	14416	585-49-0140
LONESTAR FURNISHINGS	4301 REEDER DR	CARROLLTON	TX	75010	972-862-9900
LOUISE K WADE DESIGN	2604 SOLANA WAY	LAGUNA BEACH	CA	92651	949-494-8264
LOWERY MCDONNELL COMPANY	208 OAK RIDGE CIRCLE	WAVERLY	IA	50677	319-596-5120
LOWERY MCDONNELL COMPANY	255 MITTEL DRIVE	WOOD DALE	IL	60191	630-227-1000
LOY'S OFFICE SUPPLIES, INC.	PO BOX 1546	LAGRANGE	GA	30241-1546	
LUTHER HILL WAREHOUSE	10184 ST RT 204	THORNVILLE	OH	43076	614-679-8997
MARSHFIELD BOOK & STATIONERY INC.	WEST MCMILLAN STREET	MARSHFIELD	WI	54449	715-387-1286
MARTIN PUBLIC, LLC	DBA KAY-TWELVE.COM	WORTHINGTON	OH	43085	888-624-5451
MAYHEW DISTRIBUTION CENTER	28 SIMS CRESCENT	RICHMOND HILL	ON	L4B 219	647-684-5957
MCGARITY'S BUSINESS PRODUCTS	870 GROVE STREET SW	GAINSVILLE	GA	30501	770-536-9852
MCGARITY'S OF/USA	870 GROVE STREET, SW	GAINESVILLE	GA	30501	770-536-9852
MEDICAL RESOURCES / ENCORE OFFICE	8377-C GREEN MEDOWS DR N.	LEWIS CENTER	OH	43035	740-201-3300
MERKAL DONOHUE	1349 UNIVERSITY AVENUE	ROCHESTER	NY	14604	585-238-2852

NAME

ADDRESS1

CITY

STATE

ZIP

TELEPHONE_NO

MERRIFIELD OFFICE SUPPLY	202 E BROADWAY	ENID	OK	73701	580-233-5921
MICHIGAN OFFICE ENVIRONMENTS	177 PORTAGE ROAD	KALAMAZOO	MI	49007	269-343-0630
MIDWEST FURNISHINGS INC.	702 N. MAPLE ST.	PROSPECT HEIGHTS	IL	60070	847-253-5070
MIDWEST OFFICE INTERIORS	10330 ARGONNE WOODS DR.	WOODRIDGE	IL	60517	630-850-8700
MOTION INDUSTRIES INC	1605 ALTONRD	BIRMINGHAM	AL	17601	
MY OFFICE PRODUCTS	807 S BROADWAY	AKRON	OH	44311	330-535-3163
NATHAN OFFICE INTERIORS	PO BOX 37	SLINGERLANDS	NY	12159	
NATIONAL OFFICE SYSTEMS, INC.	120 EAST 42ND STREET	SAVANNAH	GA	31401	912-238-0539
NEW DAY OFFICE PRODUCTS	7025 HARBOUR VIEW BLVD.	SUFFOLK	VA	23435	(757) 398-0718
NICKERSON CORPORATION	1260 SCOTTSVILLE ROAD	ROCHESTER	NY	14624	585-235-4120
NIST	100 BUREAU DRIVE	GAITHERSBURG	MD	20899	301-975-3506
NORBY'S WORK PERKS	11 SOUTH 4TH ST	GRAND FORKS	ND	58201	701-746-9441
NORRIS DESIGN, LLC	751 FOXRIDGE LANE	CARYVILLE	TN	37714-3755	
NU-IDEA SCHOOL SUPPLY CO. INC	PO BOX 1248	SUMTER	SC	29151	(803) 773-7389
OF/USA MADISON	PARAGON	MIDDLETON	WI	53562	(608) 836-4466
OFFICE 360	7301 WOODLAND DRIVE	INDIANAPOLIS	IN	46278	317-378-8634
OFFICE DEPOT	FURNITURE DEPARTMENT	SIGNAL HILL	CA	90806	800-999-9933
OFFICE ENVIRONMENTS	PO BOX 19659	ASHEVILLE	NC	28815	(828) 299-3300
OFFICE ENVIRONMENTS	5805 BARRY ROAD	TAMPA	FL	33634	
OFFICE INSTALLATION COMPANY	804 E 8TH	WICHITA	KS	67214	316-265-2700
OFFICE PRODUCTS PROFESSIONALS	888 S CR 300 E	KNOX	IN	46534	
OFFICE SCAPES	8390 WOLF LAKE DRIVE	BARTLETT	TN	38133	(901) 385-8000
OFFICE TECHNICIANS	C/O SAN-MAN WHSE	ASSONET	MA	2702	
PARTNERS IN PLANNING	5252 CHEROKEE AVE	ALEXANDRIA	VA	22312	(703) 642-0670
PBI, INC.	123 SWEETEN CREEK ROAD	ASHEVILLE	NC	28803	828-277-7001

PEPPER HAMILTON LLP	2900 TWO LOGAN SQUARE	PHILADELPHIA	PA	19103	215-981-4000
PETTER BUSINESS SYSTEMS	PO BOX 1120	PADUCAH	KY	42002	270-443-8461
PMC COMMERCIAL INTERIORS INC.	3000 PERIMETER PARK DRIVE	MORRISVILLE	NC	27560	
PROFESSIONAL OFFICE INSTALLERS	159 WELBORN STREET	GREENVILLE	SC	29601	
R.G. MOELLER	3151 DIXIE AVE	GRANDVILLE	MI	49418	6165349661
R.M. HUFFMAN COMPANY	401 FOURTH AVE	CHARLESTON	WV	25303	800-766-0367
R.V. LEONARD COMPANY, INC.	1362 WASHINGTON ST	WEYMOUTH	MA	2189	781-331-4440
RAY-BLOCK STATIONERY CO.	3 PLAINFIELD AVENUE	FLORAL PARK	NY	11001	516-437-2222
RCF GROUP	6454 CENTRE PARK DRIVE	WEST CHESTER	OH	45069	513-612-7303
RIGHTSIZE FACILITY PERFORMANCE	5000 W ROOSEVELT ROAD	CHICAGO	IL	60644	800-815-8592
RIVER CITY BUSINESS EQUIPMENT	300 44TH ST SW	WYOMING	MI	49548	616-534-6550
RJE BUSINESS INTERIORS	621 EAST OHIO STREET	INDIANAPOLIS	IN	46202	317-293-4051
ROBERTS OFFICE INTERIORS	144 HANGAR ROAD	ROME	NY	13441	315-334-1388
RSFi	401 East Wilson Bridge Rd	Worthington	OH	43085	614-880-9110
SCHOOL FURNISHINGS	33 MAIN STREET	NASHUA	NH	03064-2776	(603) 882-9418
SCHOOL SPECIALTY	P.O. BOX 1017	APPLETON	WI	54912-1017	(920) 734-2756
Sharp School Services, Inc.	6400 Lincolnway	Hobart	IN	46342	219-942-6903
SIGNATURE GRAPHICS	608 S. 9TH ST.	NOBLESVILLE	IN	46060	317-776-8652
SOUTH TEXAS SCHOOL FURNITURE	LAVACA COUNTY OFFICE SUPPLY	HALLETTSVILLE	TX	77964	(361) 798-4364
SPRUCED INTERIORS	3605 CONFLANS ROAD	IRVING	TX	75061	817-925-5851
STAPLES - VIRGINIA BEACH	5770 THURSTON AVE	VIRGINIA BEACH	VA	23455	252-436-3157
STAPLES, INC.	4170 HIGHLANDER PARKWAY	RICHFIELD	OH	44286	
STATE UNIVERSITY COLLEGE	350 NEW CAMPUS DRIVE	BROCKPORT	NY	14420	585-395-5141
STATE UNIVERSITY OF NEW YORK	BUSINESS OFFICE-S-116	ALBANY	NY	12246	518-443-5349
STEVENS OFFICE INTERIORS	6804 MANLIUS CENTER RD	E. SYRACUSE	NY	13057	315-362-4144

WASHINGTON WORKPLACE	2300 SOUTH 9TH STREET	ARLINGTON	VA	22204	703-979-7835
WB MASON	647 SUMMER STREET	BOSTON	MA	2210	508-586-3434
WB MASON	29 MILL STREET	ALBANY	NY	12204	
WILLIAMS OFFICE ENVIRONMENTS	407 RAY AVENUE	FAYETTEVILLE	NC	28301	910-483-0354
WORKPLACE INTERIORS	7910 WEST BROAD STREET	RICHMOND	VA	37115	804-270-7333
WORKSCAPES	1395 SW 22ND ST	MIAMI	FL	33145	877-967-5722
WORKSCAPES	9302 FLORIDA PALM DRIVE	TAMPA	FL	33619	
WORKSCAPES INC- ORLANDO	1173 NORTH ORANGE AVE	ORLANDO	FL	32804	813-620-0048
Worthington Contract Furniture, L.P.	3006 Longhorb Blvd.	Austin	TX	78758	512-331-1628
WORTHINGTON CONTRACT FURNITURE, L.P.	3006 LONGHORN BLVD	AUSTIN	TX	78758	
WULBERN-KOVAL COMPANY INC	1111 MORRISON DRIVE	CHARLESTON	SC	29403	843-577-7666
ZIMMERMAN SCHOOL EQUIPMENT	7335 HAVENS CORNERS ROAD	BLACKLICK	OH	43004	

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ **Company's official registered name.**
Haskell Office, LLC DBA Haskell Education
- ◆ **Brief history of your company, including the year it was established.**
See Tab 4 Attachment A
- ◆ **Company's Dun & Bradstreet (D&B) number.**
119730591
- ◆ **Company's organizational chart of those individuals that would be involved in the contract.**
See Tab 4 Attachment B
- ◆ **Corporate office location.**
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.See Tab 4 Attachment C
- ◆ **Define your standard terms of payment.**
1% 10, Net 30
- ◆ **Who is your competition in the marketplace?**
KI, Steelcase, Smith Systems, Hon

- ◆ **What differentiates your company from competitors?**
See Tab 4 Attachment E
- ◆ **Describe how your company will market this contract if awarded.**
See Tab 4 Attachment F
- ◆ **Describe how you intend to introduce NCPA to your company.**
See Tab 4 Attachment G
- ◆ **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**
See Tab 4 Attachment H
- ◆ **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**
See Tab 4 Attachment I

◆ Green Initiatives (if applicable)

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

See Tab 4 Attachment J

◆ Anti-Discrimination Policy (if applicable)

- Describe your organizations' anti-discrimination policy.

See Tab 4 Attachment K

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

N/A



Please follow the link below to see information about our history and vision.

[About Us - Haskell Education](#)

Haskell of Pittsburgh was founded in 1947 by brothers S.K. “Bud” and Ed Haskell. After 41 years, the brothers sold the company to Joseph Wojdak, who had joined Haskell in 1974 as the vice president of finance. In 1998 Wojdak merged with Senator, one of the largest furniture manufacturers in the U.K. (the new firm, named Haskell-Senator International) parted within a few years. Haskell has reemerged under the new leadership of two brothers, Alan and Bruce Robins (Haskell Office, LLC). While remaining true to the fundamental quality synonymous with the Haskell name, they have built a fuller, broader line with customizable, designer solutions to meet the needs of today’s public sector market.

Haskell Office dba Haskell Education LLC is a innovative company always seeking to solve for the “why”. They have continued to design and build high quality forward thinking furniture solutions for the public sector while maintain the affordability that accommodates most budgets.

They look to support all people. A commitment to building products that create equity; meaning the right products for the right need helps drive the organization as they strive to grow their basket of furniture solutions.

Haskell Education Organizational Chart



Alan Robins
President

Bruce Robins
Vice President

Cristel Hutchinson
Vice President Sales

Adam Johnson
Operations Director

Administrative Director

John Myers
Marketing & Training
Director

Tim Kerfien
Customer Support
Manager/Contract Manager

Kathryn Pagano
Julie Griffin
Flora McClung
Regional Managers

6 Rep Firms
Multiple
Locations

Plant Floor Staff

Plant Administrative
Staff

Karen Drapela
Senior Customer
Support Specialist

Mindy Gilbert
Customer Support
Specialist

Tab 4 Attachment C Locations



Corporate Office Location

273 Montgomery Ave, Bala Cynwyd, PA 19004

Manufacturing Locations

3770 Hagen Dr. SE, Wyoming, MI 49548

459 36th Street, Wyoming, MI 49548

Haskell Internal Personnel and Sales Representatives					
					Revised 7/20/22
INTERNAL PERSONNEL					
Title	Name	Phone	Cell	Fax	E-Mail
PRESIDENT	Alan Robins	610-667-8180			arobins@haskelloffice.com
	273 Montgomery Ave				
	Suite 204				
	Bala Cynwyd, PA 19004				
VICE-PRESIDENT	Bruce Robins	610-667-8070			brobins@haskelloffice.com
	273 Montgomery Ave				
	Suite 204				
	Bala Cynwyd, PA 19004				
VICE-PRESIDENT, SALES	Cristel Hutchinson		360-529-7074		chutchinson@haskelleducation.com
	Vancouver, WA 98662				

MARKETING AND TRAINING DIRECTOR	John Myers		614-980-8314		jmyers@haskelleducation.com
	Columbus, OH 43235				
REGIONAL SALES MANAGER	Julie Griffin		409-351-1339		jgriffin@haskelleducation.com
- TX, OK, NM, CO, UT					
	Galveston, TX 77554				
(if on pallet, need liftgate)					
REGIONAL SALES MANAGER	Kathryn Pagano		609-346-0909		kpagano@haskelleducation.com
NY, NJ, Eastern PA, DE, MD, WV					
	Eastampton, NJ 08060				
REGIONAL INSIDE SALES MANAGER	Flora McClung		610-417-5914		FMcClung@haskelleducation.com
AR, CA, WA					
CUSTOMER SUPPORT SUPERVISOR	Tim Kerfien	616-278-1010			tkerfien@haskelloffice.com
	Geneva, NY 14456				
SENIOR CUSTOMER SUPPORT SPECIALIST	Karen Drapela	724-265-1200			kdrapela@haskelloffice.com
		800-334-8888			
	Cheswick, PA 15024				
CUSTOMER SUPPORT SPECIALIST	Mindy Gilbert	616-278-1004			mgilbert@haskelloffice.com
	Geneva, NY 14456				
MATERIALS & PLANNING COORDINATOR	Dawn Lewis	616-988-0881			dlewis@haskelloffice.com
	3770 Hagen Dr				
*Metro Orders: Desking & Seating	Wyoming, MI 49548				

MATERIALS & PLANNING COORDINATOR	Federico Farias (Fed)	616-988-0882			ffarias@haskelloffice.com
	3770 Hagen Dr				
*Metro Orders: Storage	Wyoming, MI 49548				
SALES REPRESENTATIVES					
Rep Group	Name	Phone	Cell	Fax	E-Mail
Axess International	4641 Stag Thicket Lane				
Bahrain, Egypt, Iraq, Jordan, Kuwait, Lebanon,	Brunswick, OH 44212				
Oman, Qatar, Saudi Arabia, Syria, United Arab	Joe Kashou, President & CEO	330-460-4842			joe@axess-int.com
Emirates	Beth Hassler, Exec VP	330-460-4858			beth@axess-int.com
Carruthers Group	Wilson Carruthers Jr	901-833-6775			carrgrp@bellsouth.net
- Western TN, MS, LA, AR	1779 Kirby Pkwy, #1-336				
	Memphis, TN 38138				
GS Associates	George Suttles	904-616-5677			gsassociates@bellsouth.net
- FL & GA	4712 Astral Street				
	Jacksonville, FL 32205				
Pamela Gaughan	Pamela Gaughan	781-856-3444			psgaughan@gmail.com
- MA, RI, ME, NH, VT, CT (all but Fairfield County)	1441 Washington Street				
	Canton, MA 02021				
	Kate Merrigan	781-413-6116			katemerrigan@verizon.net
	2356 Washington Street				
	Canton, MA 02021				
Mike Ketcham	Mike Ketcham		612-940-0128		mike@mketcham.com
- MN, SD, ND	(whse - shipping and receiving:)				
	The Lockup				
	701 N 7th Street				
	Minneapolis, MN 55441				
	(office and mail:)				

	1369 Spruce Place #2101				
	Minneapolis, MN 55403				
Eliana Lauren and Associates, LLC	Elle Neyland	513- 680- 3553			elle@elianalauren.com
- IN, KY, MI	726 E Main Street				
	Suite F #186				
	Lebanon, OH 45036				
	(Home Office:) - use this address				
	1033 Revere's Run				
	Lebanon, OH 45036				
	Robert Seal III	248- 896- 7624			robert@elianalauren.com
	29913 White Hall Drive				
	Farmington Hills, MI 48331				
Reps Southeast, LLC	Todd Norris	828- 461- 0461			todd@repssoutheast.com
VA, NC, SC	Tara Norris				Tara@repssoutheast.com
	8521 Parkchester Pl				
	Oak Ridge, NC 27310				
Webb Contract Associates	3645 Waverly Place Drive	740- 549- 4091		740- 549- 4582	
- OH	Lewis Center, OH 43035				
	Mike Webb		614- 264- 5972		mike@webbcontract.com
	Gail Webb	740- 549- 4091			gail@webbcontract.com
	Sharon Lawson		330- 423- 2235		sharon@webbcontract.com
	3215 Linden Place				
	Canfield, OH 44406				
Supports A & D Relationships	Ellie Webb		740.549 .4091		ellie@webbcontract.com
	3645 Waverly Place Drive				
	Lewis Center, OH 43035				



What differentiates your company from competitors?

Please also refer to Tab 8 Attachment A – Value Add.

In addition, Haskell Education has trade marked the Learn.Think.Do. model when working with our education stakeholders. This model supports the approach that a student's ability to take responsibility for the shifting of their physical space based on the pedagogy is critical to "Student Engagement" which research tells us impacts "Student Learning Outcomes." We also use this approach in product design. It most recently is reflected in our Explorer Series where we have developed products that allow for the student to use the same products in one learning environment and shift them around on their own accord as they shift their learning throughout the day.

Products:

We also solved for a critical need we saw that no other manufacturer as solved for with our "Award Winning" **ROVER table**. This table is sought after by A & D Firms, Education Stakeholders (K12 and Higher Education), Independent and Contract distributors and local government customers. This product (the ROVER) is a Maker Table with a butcher block top that flip up to all it to move through a door threshold providing the user with the opportunity to experience a "pop up" Maker Experience without a custodian having to come in and remove the top saving time and money for our stakeholders. We have videos on www.haskelleducation.com that speak to not only the ROVER but also the entire Explorer Series.

Our "Award Winning" **Fuzion Sit to Stand and Podiums** (every product that moves up and down) has height adjustable hydraulic mechanism that no other manufacturer offers that also comes with a 20-year warranty. Most manufacturers use a pneumatic height adjustable mechanism which fail in 5 – 7 years. All our sit to stand and podium models' nest making it easier for custodians to facilitate clean up, have micro adjustments, no racking and can have a grommet (houses cupholder, digital device and pencil)

Our "Award Winning" **Think NOOK**. This product is manufactured out of steel with in interior upholstered design creating a quiet place of students to take a "brain break", work in small groups and or use the space as a transitional space into a collaborate environment. It also has an ideation board that comes standard and can be used as a divider.

Service:

We are also unique in that we are small enough to make quick decisions without the bureaucracy that can sometimes come with larger organizations but still large enough to support us customers' needs across the country through our distributor partners.

Haskell Education has made it is easy for our distributors to submit a warranty/service claim by making a simple call to our customer service team which reduces the amount of time for any warranty replacements to be replaced and shipped which in turn allows for servicing arm to deploy and address any need. Any products under warranty therefore likely needing service are expedited under our "Warranty Expedite Program."

Haskell Education's customer support team has a consistent reputation for turning around quote requests "same day" which is not industry standard. The team proficiently performs to the "same day" initiative daily for our distributors which in turn means that our public sector customers are receiving their quotes returned in a very timely manner. This is impactful as it supports our public sector customers with the numbers, they need to meet their deadlines and requirements in a timely manner.

Haskell Education builds color renderings as a standard practice at "no charge" for our customers. This is critical as it provides an experience of what the physical space will look and feel like without investing any dollars whatsoever. This reduces the risk for our public sector customers and can also be used to secure funding, support programs, and get stakeholders excited about the project.

Haskell Education has great depth of knowledge and experience with the most innovative solutions and understanding of forward-thinking learning. Our leadership team consists of easily over 60 years of combined experience in the public sector market.

We send samples at "no charge" to our public sector customers. It is common for other manufacturers to charge their distributors whom in turn extend a cost to public sector partners. Haskell Education believes that it is critical that our public sector customers experience the products before they purchase as we are committed to making certain the right product is supporting the need of the physical space and the expectations of the environment.

Haskell Education "speed to market" whether it is with replacement parts, samples, digital materials, eMarketing materials, presentations, product and/or environment renderings and service is far and wide better than any other manufacturer. We can operate in this manner due to our size and the resources with which we enlist.

We understand the NCPA contract. We have consistently grown this contract over the last three years. Our distributors understand the value of the contract and can fluidly and proficiently speak to said value. Haskell Education has come to understand the value of the contract and has increased their dedicated resources to the contract growth. We anticipate continuing to build the marketplace value and in turn the numbers.

Huge distributor base. Haskell Education has an enormous number of distributors especially with our national and e-commerce partners with a very wide marketing network to help drive the success of the contract.



Describe how your company will market this contract if awarded:

Haskell Education will use the full resources of our sales, marketing and public relations teams to fully promote our partnership with NCPA and the benefits of working with and utilizing the NCPA contract. We will exploit all our channel media outlets with a coordinated program of advertising and press releases around this award. In addition, we will produce and distribute full announcements targeted at our existing public sector customers, target public sector customers and any database provided by NCPA Partners, Public Sector. Lastly, we will market the NCPA Partners, Public Sector contract award immediately to all our distribution partners / dealers combined with full training of dealer and Haskell sales teams on use and benefits of the NCPA Partners, Public Sectors contract.

1. Haskell will create a full press release program utilizing our inside and outside PR teams to effectively reach the appropriate trade publications and media outlets including but not limited to the following:

- School and Planning Management
- College and Planning Management
- Interiors and Sources
- Learning By Design
- Issues in Education
- Educational Dealer
- American School & University
- The Business of Furniture
- The Monday Morning Quarterback
- School Construction News
- Workplaces Magazine
- Christian School Products
- A4LE
- Contract Magazine

2. Within the First 30 days of contract award, Haskell Education will post an announcement, the Master Agreement details and specific contact information on our website, www.haskelleducation.com of the NCPA contract award.

3. The Haskell Education marketing team will, in the first 30 days, create a co-branded marketing set of materials including the following:

- Full color, 2 page 8 ½" x 11" announcement and guide document to be included with sales proposals and presentation materials
- Easy to read post card for quick leave behind on all Haskell Sales appointments with potential and existing NCPA customers.
- Trade Show Tent cards promoting the NCPA contract
- PDF versions of above on our web site for electronic mailing by our sales and dealership networks.

4. The Haskell Education Sales and Marketing team will support all NCPA Partners, Public Sector national and regional conferences including all supplier-specific trade show, NIGP Annual Forum, NPI Conferences, Regional Cooperative Summits and meetings throughout the term of the Master Agreement. We will support these meetings and conferences with appropriate product and marketing materials as needed. We have a proven trade show and meeting program support team that will be ready to participate in the above.

5. Haskell Education will fully participate in the NIGP Annual Forum with the purchase of booth space and staffed by our sales and marketing leadership teams. In addition, we will use our web site and PR team to promote the NIGP Annual Forum as directed by NCPA Partners, Public Sector.

6. Within 60 Days of award of the NCPA contract, Haskell Education will develop a fully articulated, ongoing advertising campaign for both regional and national publications promoting the NCPA contract. In addition, we will create a set of tools for our regional sales teams and distributors for use at any local / regional trade show, furniture fairs etc. where public sector customers might meet the Haskell Education brand.

7. Within 90 days of award of the NCPA contract, Haskell Education will create templates for case studies, collateral pieces (2-page, 4-page and postcards) and presentations that can be utilized during the term of the contract by all of Haskell Education sales *and* distribution partners. We see it as essential to not only create these templates for Haskell sales but provide them to our national distribution network for use in their ongoing marketing efforts where co-branding of NCPA Partners and Haskell Education can be included in their extensive marketing efforts.

8. Haskell Education will add the NCPA logo to our website.

9. Within 30 days, Haskell Education will conduct a Webinar training experience which will be required by our sales team members across the country with encouraged attendance by our national distribution team. These training sessions will review the NCPA Partners, Public Sector agreement, pricing and product inclusions, and review our 90-day marketing plan. Outside of the 90-day marketing program we will develop on on going marketing plan through the 1, 2nd and 3rd year life of the contract. I believe it important to understand how we utilize trade shows as a marketing tool. Please see below.

Trade Shows whether attending and/or showing are and will continue to be an important component to Haskell Education's sales strategy success in that they provide expansive visibility to multiple stakeholders. Our data base consists of thousands of Public Sector contacts that are continually scrubbed by our IT team. We use the data base gained from trade shows to introduce new contracts, eMarket, build a new customer base, support our distributor partners, gather market feedback for product and process development, case studies, market development programs when we are trying to build a new market, press releases, new product announcements, contests and education surveys.

With all usages state above, we will be introducing the NCPA contract whether with a logo, conversation and/or printed marketing material. This number equates to many thousands of stakeholders.



Describe how you intend to introduce NCPA to your company:

Haskell leadership team will introduce NCPA to our network of independent sales associates and our internal Regional Managers via three methods, which we have found to be very successful.

1. Introduce the overall program to our sales teams (internal and external) which are located across the United States.
2. Sales leadership from Haskell has resumed travel and as such, key programs like this will be introduced at all stakeholder meetings.
3. A separate marketing program targeted at our distributors will be introduced and administered via our sales force. Reports are required by Haskell management as to the names of the distributors that have been introduced via this marketing program. Customer targeted sales plans will be built with our distributors based on known membership with NCPA members.

In addition, we will monitor the NCPA contract and set sales goals for each market for these programs. Sales reps incentives are based on achieving levels of success with the NCPA Contract.

The NCPA Contract would also represent our only NATIONAL manufacturer held cooperative agreement and as such would be an extremely important sales opportunity for our organization.



Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Orders will be placed through our distributors and depending on the size of the dealer: Independent, Contract, Ecommerce or National will have varying capabilities. Our distributors may have individual online ordering capabilities but not all do. Each of them offer ease of returns by a simple phone call or email. Each of them has varying reporting capabilities weekly, monthly and quarterly. However, for this contract all reporting will be facilitated by Haskell Education. We will be running reports monthly using our state-of-the-art system that tracks contracts by contract number.

Haskell Education has multiple ecommerce partnerships that allows the buyer to order online, track their shipments, submit warranties and in some cases used a digital "build your own product".

Haskell Education uses our www.haskelleducation.com site to support our customers. This site is a robust online tool full of resources for public sector customers. Public sector customers have full access to all the tools on the website and will find them extremely useful when planning for a project or perhaps answering a simple question. Should you not find exactly what you are seeking on the website Haskell Education has a tool that allows you to request whatever you are needing and is received by the leadership team which is responsible for an immediate response.

In addition to the above, multiple distributor and end user support functions are available on our www.haskelleducation.com site to include sort by color, color select so you can see what your product will look like in an instant, easy contract list, video to include animations reflecting how to utilize our products in multiple environments. We are about to launch a chat function resulting in even quicker customer service responses, textile program with CF Stinson allowing the user to click on a link that will take them to CF Stinson where they can select a textile and view what it will look like on their selected product as well as order a memo sample that will arrive in 24 hours and Thought Starters by Learning Environment. Our website is managed by our IT Department of which we have schedule weekly enhancement calls.

We do have a www.haskelloffice.com that supports our government and commercial business.

All orders from our distributors are sent directly to one of our customer support/contract team members at sales@haskelleducation.com



Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

NCPA members will reach out to our distributor/dealer partners first should there be a customer service question(s). Each of our dealer partners have a resolute customer support staff to complete all resolutions to include installation, warranties, service, concealed damage, shipping, and deliveries.

Haskell Office dba Haskell Education, LLC. customer support department and their distributor partners are open in their time respective time zones from 8 am – 6 pm.

Haskell Education has a dedicated customer support team that participates in daily operations and production meetings every morning. This protocol ensures that there are clear and quick communications between sales and operations which in turn allows us to provide our distributors with expedient information for their customers.

Lean kit is just one of our order entry and production management tools that our customer support team has access to and utilizes alongside our operations and production teams. This tool allows the customer support team to quickly view all operations and production data again assisting with what might be needed in supporting our dealer partners.

We also have a company culture that calls for taking care of the end user in an expedient, efficient, fair and thoughtful manner. For example, the customer support team support an initiative that replies to quote requests the same day or at the outset no more than 24 hours. They seek "win/win" solutions always seeking the best and most efficient solution for the end user (customer). The leadership team nurtures this culture throughout the organization.



Our products are independent green certified

Haskell's primary material is steel. Steel is the most recycled post-consumer material used in North America. More steel is recycled than all other metals, paper, glass and plastic combined. The use of recycled steel does not degrade any performance characteristics of steel. Powder Coating Haskell's products are designed around the newest steel coating technology. All steel parts and products are coated with powder that is cured in an oven. This offers superior durability and performance while eliminating waste and pollutants. Powder coating is in the enviable position of eliminating ozone layer eroding VOC (Volatile Organic Compounds). Adhesives In keeping with our powder coating that helps eliminate harmful VOC's. Haskell's Marathon seating incorporates the use of virtually VOC free adhesives when producing our seating product. We follow the stringent Ansi/Bifma M7.1 guideline set for VOC adhesives. Every step in our process we are evaluating and using methods that eliminate our carbon footprint. Packaging Delivery of an undamaged unit on-site is a positive alternative to manufacturing a replacement in terms of energy and materials. For the last three years Haskell has consistently reduced the cardboard content of it's packaging by more than half while decreasing shipping damage. Corrugated cardboard used by Haskell contain at least 25% recycled materials. And More Haskell's manufacturing process and facility is a 99% solvent-free environment, and the company is as dedicated to the conservation of our natural resources as it is to the elimination of pollutants. All forklifts have been converted from gasoline to either natural gas or electric power or have been replaced by electric scissor lifts and gravity fed roller tables.

HASKELL ENVIRONMENTAL STATEMENT

Haskell has provided federal agencies, schools and the contract furniture markets, with furniture that is known for its extra- long-life cycle. Our furniture is constructed from steel, the most widely recycled material in North America. These products are a key value for Haskell in serving the community, including acting responsibly. In this vein, Haskell has demonstrated an exceptional commitment to Environmental improvement.

Haskell has always taken the commonsense approach in designing both quality and durability into its products. This equates to an item of furniture that does not have to be replaced for a long, long time. Our furniture will commonly exceed the life cycle of wood furniture by two to three times. The life cycle assessment of Haskell's products must include the many clients using our furniture that have been in service for over twenty-five years, and plan to continue to use the furniture for years to come. Simply put, if a client does not have to replace furniture every 7-10 years, no energy is expended, and no disposal issues need to be considered. This is, by definition, "waste prevention."

STEEL

Haskell's primary material is steel. Steel is the most recycled post consumer material used in North America. More steel is recycled than all other metals, paper, glass and plastic combined. Industry wide, in 1998, 70 million tons of steel scrap was recycled, for a 63.8% overall recycling rate. Steel that is recycled when compared to virgin ore requires 74% of the energy, generates 86% less air pollution, and 76% less water pollution. Recycled steel accounts for well over half of the steel produced in the U.S.

Haskell specifies steel to meet certain performance characteristics that will yield quality furniture. The advantage of steel versus other materials, such as plastics and woods, is that the content of recycled steel does not degrade these performance characteristics. The steel recycled from a thirty-year-old Haskell file can be reprocessed into a new Haskell file. Haskell's manufacturing process sends 100% of all off-fall, slugs and scrap to recycling centers as a method of waste reduction. Typical post-consumer recycling rates for major steel products include 72% of appliances and 92% of automobiles. While there is no industry data on recycling of steel-based furniture, the institutional nature of Haskell's market should place the recycling rate between that of consumer appliances and the more traditional reclamation of automobiles. This is, by definition "waste reduction."

POWDER COATING

Haskell's new facility was designed around the newest steel coating technology, products are coated with powder that is cured in an oven. This offers superior durability and performance while eliminating waste and pollutants. Powder coating is in the enviable position of eliminating ozone layer eroding VOC (Volatile Organic Compounds); while water-based paints for industrial usage (one of the best of the liquid coatings) is still likely to release 1 to 2 pounds of VOC per gallon. Traditional solvent-based liquid paint contains approximately 7.25 pounds of reducing solvents per gallon of paint. Powder has none.

When compared to wood finishing systems, to cover 1000-sq. ft., a lacquer 3-coat system will release approximately 196 pounds VOC, a good solvent-based liquid paint onto steel will release approximately 7 pounds VOC, and powder will release 0 pounds VOC. Because powder coatings do not contain solvents, exhausting or venting to the outdoors of the curing ovens are not required to remove solvent fumes.

In the powder coating process, waste is greatly reduced by overspray recovery units that recycle and reuse 95-99% of the powder, compared to the material utilization of 40-70% for a liquid paint system. With powder coatings there is no overspray sludge to accumulate and dispose. Powder coatings require no solvents, no mixing rooms and no flash-off zones. Clean up is accomplished without solvents.

Superior performance of powder coatings when compared to liquid paint will extend the useful life of the product. Haskell's powder coating is harder, more scratch resistant, less likely to peel if dented, and more chemical and corrosion resistant, than past Haskell products which themselves are performing beyond normal life cycles. As an example, salt spray resistance test results (an indication of the corrosion resistance and the adhesion of a coating) have increased from 100 hours to 700 hours with Haskell's powder coating. To add longevity to the products, the hybrid powder coatings that have been formulated for Haskell product can be repaired, touched-up and even re-painted.

Powder coatings do not interfere with the recyclability of the steel substrate and are in fact classified as a "non-hazardous" waste when disposed.

Dimensional lumber utilizes only 63% of a tree. Engineered substrates from trees, on the other hand, convert all but about 5% of the balance of the tree, processing material that was once either burnt or disposed of as solid waste into usable products. Haskell has introduced an annually renewable wheat straw-based substrate to our market that has superior moisture and mechanical properties than other typical panels, that is formaldehyde free, and that qualifies for various LEEDS categories.

PACKAGING

Delivery of an undamaged unit on-site is a positive alternative to manufacturing a replacement in terms of energy and materials. For the last three years Haskell has consistently reduced the cardboard content of its packaging by more than half while decreasing shipping damage. Recently, the company brought a "packing on demand" system online that custom tailors packaging to the size and quantity run. This has already reduced cardboard consumption and shipping damage. Corrugated cardboard used by Haskell contains at least 50% recycled materials, while the kraft papers used in packaging are from 100% recycled materials. Packaging is normally sent to a recycling center after installation by the user agency.

...AND MORE

Haskell's manufacturing process and facility is a 99% solvent-free environment, and the company is as dedicated to the conservation of our natural resources as it is to the elimination of pollutants. All forklifts have been converted from gasoline to either natural gas or electric power or have been replaced by electric scissor lifts and gravity fed roller tables. Cooling water for spot-welding previously sent to the sewer is now recycled, saving several million gallons of water per year as well as the energy used downstream in reclamation or treatment.



Anti-Discrimination Policy

Prohibition Against Discrimination

Haskell Education is committed to maintaining an environment that is free of any type of discrimination and where students, staff and everyone associated with the organization is treated with dignity and respect.

The organization's strict prohibition against discrimination includes, but is not limited to discrimination based upon a person's race, creed, color, religion, national origin, ancestry, sex, pregnancy, gender identity or expression, age, disability, veteran's status, sexual orientation, marital status, civil union status, domestic partnership status, affectional or sexual preference or orientation, genetic information, atypical heredity, cellular or blood trait of any individual, family status, or because of the liability for service in the Armed forces or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer or based upon any other characteristic or status protected by State or Federal Law.

This anti-discrimination policy applies to, but is not limited to all educational opportunities, classroom practices, employment practices, compensation, training, hiring, advancement, promotion, discipline, discharge and the selection vendors, contractors and consultants who do business with the organization.

Reporting Discrimination

1. If anyone believes that the he or she is the victim of discrimination or has reason to believe that somebody else is the victim of discrimination, he/she should immediately report it to Haskell Education's Executive Director.
2. That person or his/her designee will conduct an immediate and thorough investigation.
3. Confidentiality will be maintained to the extent possible, however, it is important to recognize that those with pertinent information will be interviewed as part of the investigation, including the accused.
4. The results of the investigation will be reported to the Haskell Education Executive Director, who will take swift and appropriate action against any person who is found to have violated this policy, up to and including dismissal or removal from the organization.
5. The organization strictly prohibits retaliation against anyone who, in good faith, brings forth a complaint or otherwise cooperates in the investigation as a witness.
6. When the investigation ends, a determination will be made, and the results will be communicated to the complainant, the alleged perpetrator, and, as appropriate, to all others directly concerned.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty See Tab 5 Attachment A
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:

Haskell Office, LLC DBA Haskell Education, Manufacturer

- ~~Kindergarten Furniture Products~~
- ~~Audio / Visual Furniture~~
- ~~Auditoriums and Theaters~~
- ~~Cafeteria~~
- Classroom / Educational / Dormitory
- Conference or Breakroom / Training
- ~~Healthcare / Medical / Therapy Practices~~
- ~~High School~~
- ~~Laboratory Rooms and Furniture Pods~~
- ~~Library~~
- ~~Lighting~~
- ~~Lobby / Reception~~
- Office
- ~~Outdoor~~
- Science Lab
- Seating / Chairs
- Tables / Meeting Conference Room
- Work Stations



Warranty

Lifetime Guarantee

The following limited Lifetime Guarantee applies to all Haskell products:

Haskell guarantees, to the Original Purchaser of this Haskell furniture, all parts to be free from defects in material and workmanship; and as long as the Original Purchaser owns this furniture, we will replace any metal part or parts thereof which our examination discloses to be defective, provided no unauthorized corrective action has been taken prior to such examination. Please note, this guarantee does not apply to product misuse, abuse, or alteration. We do not cover damage caused by accident, fire, flood or act of God.

Exceptions to the Haskell Lifetime Guarantee

Ethos Series – 12 years on casters, glides, pneumatic cylinders, tablets and tablet support arms.

Echo™ Series – marker board laminates are subject to manufacturer's published warranty.

Explorer Series® – 12 years on casters and pneumatic cylinders.

Fuzion™ Sit Stand Series – 12 years on casters, glides, and adjust mechanism. 20 years on hydraulic cylinder.

Explorer – 12 years on casters

Voyager – 12 years on casters

With our depth and breadth of distributors across the country (see Distributor Partner Document), through them, they each have and facilitate extend service and warranty needs in both a timely and professional manner. Many have their own warehouses to receive replacement products. Many also use these warehouses to pick up products and service them within said warehouse if needed. Further, they can service “on site” needs with their certified professional installers. Most of our distributors/service providers attend certification classes to ensure they have the skills in order to perform the industry services required.

Haskell also facilitates an annual review of all our distributor/partners across the country to insure required performance level expectations are being achieved.

One of the biggest advantages is that we honor our warranties and include labor reimbursement to our distributor partners, which removes any hesitation on their part to facilitate the approved warranty claim. Manufacturers who do NOT re-imburse for labor create a disincentive for their distributors to perform the warranty work and delay resolution.

Haskell Education has made it is easy for our distributors to submit a warranty/service claim by making a simple call to our customer service team which reduces the amount of time for any warranty replacements to be replaced and shipped which in turn allows for servicing arm to deploy and address any need. Any products under warranty therefore likely needing service are expedited under our "Warranty Expedite Program".

Haskell Office LLC. dba Haskell Education has a Lifetime Warranty which means we have engineered products to last decreasing the likelihood of a service/warranty need.

Haskell has consistently preformed at the highest level of service for our distributor/partners and end users/customers without hesitancy. They believe in making certain the customer is taken care of and they are happy.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

See Tab 8 Attachment A



Also see TAB 4 Attachment E Differentials

Multiple Distributors: Independent, Contract, Larger Nationals, Wholesalers, and those in-between providing your members “choice” of whom they would like to work with. Our experience tells us that not all Public Sector customers like to work with the same dealer. It also provides a Public Sector customer another distributor option when a single distributor fails to perform therefore having no impact on the possible rebate dollars realized. To date, between all these distributors across the country, we have over 1500 “feet on the street” selling our products across the country. Higher number of distributors equates to an improved number of sales opportunities which in turn, increases the rebate dollars.

Leadership Team has over 70 years combined experience working with the Public Sector customers to include K12, Higher Education, State, Local and Federal Government

We manufacture unique STEAM Products i.e.: ROVER – Maker Table where the top flips up and allows the table to move through a door threshold for a “pop up” maker experience. This solution, because it can be a shared resource, results in a reduction of acquisition costs. It also is a reduction in custodian person-hours when there is a need to move the Maker Table out of a room as the top needs to be removed first and then be reattached. THIS SOLUTION ONLY EXISTS AT HASKELL EDUCATION

<https://www.haskelleducation.com/videos/the-rover-table-and-cargo-cart/>

We are steel benders! When we think about the need for Mobility and Flexibility we like to state: Steel and Mobility = Longevity providing your member with the greatest long-term return on their Investment

Interactive and easy to navigate web site with relevant content targeted directly to our education audience “Distribution Breath” of geography across the country

Due to the breadth of our distributor partners, we have experts in every Public Sector Market Long distribution relationship

Distribution Annual Performance Reviews

Professional Development at “no charge” to your member. This service is critical as part of the early programming of deciding on product solutions as well as post purchase so stakeholders (generally educators) understand how to utilize them

NCPA dedicated customer service support person

Design and Space Planning Services: both with our distributor partners and direct with Haskell Education

Rendering Services: both with our distributor partners and direct with Haskell Education

Virtual Reality and “Walk Through” Services with both our distributors and Haskell Education

CEU's offered to A & D Community. Critical component to getting products specified on a project is to have strong relationships with the A & D Community

Support at the corporate office as well as the distributor locations across the country through our distributor partners and our Independent Rep Firms

Showrooms across the county to support your members with seeing product before they purchase

Community Engagement Workshops and Research Exercises

Personalized “Look Books.” We build Look Books which is a series of digital environments for member to use with their boards and any of their stakeholders to tell the story they need to assist with better understanding the direction of a project

Engagement Research Partner Program

“Select your color feature” on our website. Member can see what their product color will look like online

Member Education Seminars i.e.: Trends in Higher Education or How to create deeper student Engagement

“Road Show” across the county – Product Samples come to you

Test Fit Programs – “Try before you buy.” We have programs that allow your members to try our products prior to the purchasing of said product

Student Engagement = Improved Performance – Process for “how to”

Tab 9 – Innovation

- ◆ Please provide details of your most recent innovation and how it affected sales in the public sector.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other
- ◆ Please outline your timeline for future innovation.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other



Explorer Series Rover Table

Numerous studies have shown an overwhelming positive response to project - based learning and makerspaces, including a survey reporting **80 -89%** of high school students in maker programs showed greater levels of effort, enjoyed their time, saw the value of the skills learned, and attended more class.

However, the total startup cost for creating a makerspace program today is out of reach of many schools with furnishings alone costing over \$50,000.00. In addition, the physical space isn't always available in existing schools to dedicate for this activity. Maker tables typically require large amounts of space for students to explore and create and are often fixed in place.

Our mission became to create a cost-effective way, without compromising the space needed, to provide all the benefits of a makerspace by bringing the maker table to the students. When schools move to a student-centered curriculum and making becomes part of the classroom experience students can get up, inquire, collaborate, create, and take control of their learning. In real time!

The *Award-Winning Rover Table* is the first full size maker table that can be easily shared, bringing equity and access to every student.

With an all-steel open frame design that accommodates 6 stacking stools, multiple storage module options, integrated power, and a top that easily lifts and retracts to fit through a standard 30" doorway, The Rover Table removes the limitations that dedicated makerspaces have had in the past.

Impact on Sales

The response to our Explorer Series Rover Table has exceeded all our expectations. We believed that many schools would buy one or two for their expanded maker programs. What we have discovered is that the overwhelming positive response to the design and benefits have led school districts to purchase these in bulk quantities...with some districts purchasing well over 150 at a time. We have seen both purchases of singular units and multiple units in quantities more than what we had expected. Because this is an expensive table, the impact on sales have been tremendous.

Explorer Series Rover Table





Explorer Series Maker Table

Numerous studies have shown an overwhelming positive response to project - based learning and makerspaces, including a survey reporting **80 -89%** of high school students in maker programs showed greater levels of effort, enjoyed their time, saw the value of the skills learned, and attended more class.

However, the room needed for creating a makerspace program today is a challenge for many schools with limited physical space. Maker tables typically require large amounts of space for students to explore and create and are often fixed in place. In addition, copious amounts of storage are required for the many maker manipulatives, tools and resources required for successful maker programs. In our research, we realized that the space under the maker table was for the most part underutilized. We also realized that there was a need for more movable and reconfigurable set of solutions for both tables and storage.

Our mission became to create a multi-functional product solution, without compromising the space needed, to provide all the benefits of a large format table combined with multiple reconfigurable storage components. When schools create spaces that focus on a student-centered curriculum and making becomes part of that experience students can get up, inquire, collaborate, create, and take control of their learning.

The Maker Table is the first full size maker table that can be built with multiple metal re-configurable storage solutions that can be designed in multiple configurations incorporated into the base of the table. Everything the student needs for their making experience is at their fingertips maximizing space while not compromising on work area.

With an all-steel open frame design that accommodates multiple (7) storage module options, integrated power, a large butcher block top and industrial casters, the Maker Table offers a superior solution to the standard style maker table commonly found in most maker spaces.

Impact on Sales

The response to our Explorer Series Maker Table has been tremendous. School districts have recognized the superior construction combined with our modular storage options offers them a solution that outperforms our competition. We have seen the sales of this table series grow year over year. In addition, when schools are creating dedicated maker spaces or fab labs, our table series is often considered as the sole solution because of its integrated storage design. This results in both a higher quantity of tables in large and small maker spaces alike enhancing our overall sales of this product category.

Explorer Series Maker Table





Explorer Series Think Nook

The *Award-Winning Think Nook* was created to serve as a multi-modal learning tool providing purposeful seating, an ideation surface and spatial division all in one.

As part of the purposeful seating design component, The Think Nook was envisioned as a resource for students with elevated ACEs scores. **The Adverse Childhood Experiences (ACEs) Study**, over a ten-year study involving 17,000 people, has linked outside school conditions such as divorce, incarcerated parents, poverty, abuse, obesity, and others to negatively affect students' behavior, focus, and brain function while in the classroom.

The relationship between noise levels in the classroom and academic performance is well documented. There is increasing evidence that poor acoustics can create a negative learning environment for some students, including those with elevated ACEs scores. The Think Nook, with its upholstered interior creates a space where ambient noise levels are reduced giving students the opportunity to refocus.

The Think Nook offers safe and inclusive design features that foster opportunities for flexibility, self-regulation and reinforces skill development, which is essential for success in an academic setting. It has application to minimize external stimulation and allows students to self-regulate, refocus, and manage distractions while remaining present and visible in group learning environments

With the integrated handle design, durable locking casters and all metal construction, the Award-Winning Think Nook is perfect for active learning spaces that need to be re-configured for multiple learning modalities.

With its mobility, the entire unit can easily be oriented so that the back side can serve as an ideation space for small groups or individual problem solving. Each Think Nook comes standard with a white board surface on the back where magnetic markers and erasers can be easily attached for quick access. With the optional electric, students can recharge their devices, while also recharging their minds.

Impact on Sales

School Districts are becoming more aware of classroom management methodologies where products such as the Think Nook can help them solve numerous problems with one tool. Currently we are working with multiple school districts who are considering our Think Nook as a classroom standard. When adopted, the Think Nook is not a one-off purchase, rather a tool that can be included in every classroom design as part of the furniture package. Schools have also adopted the Think Nook for other common areas such as libraries, media commons, ELA spaces etc. We are continuing to see our sales for the Think Nook grow.

Explorer Series Think Nook

spaces4learning
NEW PRODUCT
AWARD 2019
Gold Award Winner for classroom
furniture that enhances the
learning environment



haskell
EDUCATION
Learn. Think. Do.™

haskell
EDUCATION



haskell
EDUCATION

haskell
EDUCATION



Fuzion Series Sit to Stand Desks and Lecterns

The *Award-Winning Fuzion Series* was created to serve as a multi-modal learning tool providing purposeful, solutions for students and teachers alike.

Our sit to stands and teachers lecterns offer sleek and agile designs that complement our seating solutions. From pre-K to higher education, these mobile units pack plenty of functionality into their small footprints. Students burn 15 - 25% more calories per week standing than sitting. Cognitive brain function improves increasing creativity, innovation, and productivity. Standing has a powerful impact on heart function and circulation. Students standing are more engaged. Students are happier when they can move more especially those with excess energy

The Fuzion family of products are uniquely designed to foster both student choice and support teachers at all levels. With the open “Y” and “U” base design, movement is a breeze. The “Y” base design also allows the sit-to-stand to be nested for smarter classroom management and storage while the “U” base design easily accommodates a wheelchair.

The unique hydraulic height adjustment mechanism greatly outperforms traditional pneumatic cylinders offering an unprecedented *20-year warranty*. This mechanism also provides for a much smoother operation and greater stability. A generous range of adjustability is also a key feature.

The easy grip handle for raising and lowering makes height adjustment simple and fast. 5 different top sizes and shapes combined with multiple storage options offer the ultimate in customization. The optional top grommet offers a place to house a water bottle, pens, and supports a variety of digital devices.

Impact on Sales

School Districts are becoming more and more aware of the benefit height adjustable desks and lecterns bring to the classroom. When evaluating these types of solutions, the Fuzion Series is a top choice for many districts who are looking for quality along with function that is unsurpassed. We are selling many thousands of sit to stands and lecterns into schools every year because of our superior design and warranty.

Fuzion Series Sit-To-Stand & Lecterns





Future Innovation

Haskell Education is working on several new, completely innovative products that will help schools reshape and re-think their learning environments.

Our new 360 Seating Series

Haskell Education has spent the last 2 years in research and development of a new and innovative active learning seating series that will solve numerous problems commonly found in the design of classrooms while providing students more comfort and physical choice. This seating series will be launched end of summer 2022. The 360 Seating Series design will offer the following:

- Multiple postures for students to sit in, offering a more comfortable seating experience.
- A seating experience that will support greater collaboration.
- The engineering of the chair will afford more design options for smaller classroom spaces without compromising on the benefits offered by an active learning chair.
- Greater color choice / combinations.
- Superior Backpack storage options.
- Multiple options for storing the chair off the floor when cleaning is in progress.
- A broad family of seating options in 18", 24" and 30" solutions both upholstered and non-upholstered.

Based on initial feedback from Architects, Designers and Educators, we believe this new seating series will be extremely popular and will generate sales in the many thousands of units annually.

Pricing

This will be available once the seating line launches and will be added to our price list

Our new Active Learning Stool

Many school districts have recognized the benefit of active learning stools (or more commonly referred to as wobble stools) for their younger students, typically in the K- 5 range. Our research found that older students (and adults) also benefit from the ability to move when seated. There is equal demand from this audience for alternative types of seating solutions that allow for multiple range of motion while seated. To that end, we are currently in development of a new type of active learning stool appropriately scaled to young adults and college students alike. The initial feedback from Architects, Designers and Educators is extremely positive and we expect to sell many thousands of units a year of this product.

Multiple New Makerspace Products

Haskell Education has become a leader in solutions for Maker Spaces and Maker Space products. With our research and product development experience we have recognized multiple areas where new and innovative product solutions could solve real problems. We are currently in development of several new products specifically for this space and will be launching them over the next 12 months.

360 Series Seating Launching 2022

360 Chair™



360 Chair



360 Chair



Tab 10 – Required Documents

- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(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.

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

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(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.

(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

(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

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

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

(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:

- 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.
- 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.
- 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 all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

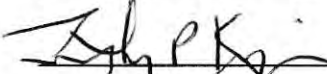
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

Offeror: Haskell Office, LLC DBA Haskell Education

Address: 273 Montgomery Ave.

City, State, Zip: Bala Cynwyd, PA 19004

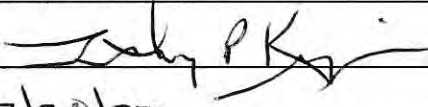
Authorized Signature:  Timothy P. Kerfien, Customer Support Supervisor/Contract Administrator

Date: 7/20/22

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Haskell Office, LLC DBA Haskell Education
Print Name	Timothy P. Kerfien
Address	273 Montgomery Ave.
City, State, Zip	Bala Cynwyd, PA 19004
Authorized signature	
Date	7/20/22

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

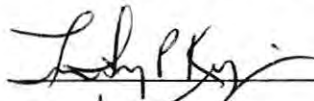
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Timothy P. Kerfien, Customer Support Supervisor/Contract Administrator

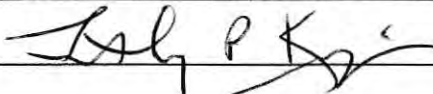
Date

7/20/22

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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 bid, 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 bid, 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 bid 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 name	Haskell Office, LLC DBA Haskell Education
Address	273 Montgomery Ave.
City/State/Zip	Bala Cynwyd, PA 19004
Telephone No.	(616) 278-1010
Fax No.	724-265-1223
Email address	tkerfien@haskelloffice.com
Printed name	Timothy P. Kerfien
Position with company	Customer Support Supervisor/Contract Administrator
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>