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

**Contract # R191806** 

for

Furniture, Installation and Related Services with

**Jasper Group (Jasper Seating Company, Inc.)** 

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the Jasper Group (Jasper Seating Company, Inc) effective May 1, 2020:

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

#### APPENDIX A

#### **CONTRACT**

This Contract ("Contract") is made as	of, 2020 by and between Jasper Group
(Jasper Seating Company, Inc.)	("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of I	Furniture, Installation, and Related Services ("the products
and services").	

#### **RECITALS**

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

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

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

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

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

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

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

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

#### 11) TERMINATION OF CONTRACT

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

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

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

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

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

- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

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

- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

- term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause</u>. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) <u>Indemnity</u>. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

- while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) <u>Tariff Surcharges:</u> Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

#### OFFER AND CONTRACT SIGNATURE FORM

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

Jasper Group (Jasper Seating Company, Inc.)

Company Name	Jasper Group (Jasper Seating Company, I	nc.)
Address	225 Clay Street	· · · · · · · · · · · · · · · · · · ·
City/State/Zip	Jasper, IN 47546	
Telephone No.	800-457-4511	
Email Address	kvonderheide@jaspergroup.us.com	
Printed Name	Kathy Vonderheide	
Title	Contract Sales Manager	
Authorized signature	Kathy R. Vonderheide	
Accepted by Region 4 ESC:	3	
Contract No. R191806	war.	
Initial Contract Term	y 1, 2020 to April 30,	2023
Region 4 ESC Authorized Boa Margaret S. Bass	Basslard Member	4/28/2020 Date
Print Name		
Region 4 ESC Authorized Bo	pard Member	4/28/2020 Date
Carmen T. Moreno		
Print Name		

#### Appendix B

#### **TERMS & CONDITIONS ACCEPTANCE FORM**

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

#### Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

M Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A	Paragraph 14 Delivery	We do not stock and warehouse product. We request to be allowed standard lead time as noted in our proposal 4-7 weeks	acceptable
Section 10 OMNIA Partners	Guaranteed Contract Sales	We would like to take an exception on the guaranteed contract s. The market fluctuates greatly from year to year making this a difficult commitment.	<sup>ales.</sup> acceptable



P.O. Box 231

800.622.5661 TOLL FREE

812.482.3204 OFFICE

812.482.1548 FAX



Jasper, Indiana 47547-0231

#### **TAB 1**

# **Draft Contract** Offer and Contract signature Form Appendix A **Terms and Conditions Acceptance Form Appendix B**







#### APPENDIX A

#### **DRAFT CONTRACT**

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ic	service ses

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

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

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- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

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

- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

- term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause.</u> A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) <u>Indemnity</u>. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

- while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) <u>Tariff Surcharges:</u> Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

#### OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	Jasper Group (Jasper Seating Company, Inc.)	
Address	225 Clay Street	
City/State/Zip	Jasper, IN 47546	
Telephone No.	800-457-4511	
Email Address	kvonderheide@jaspergroup.us.com	- WANDOWN STATE
Printed Name	Kathy Vonderheide	
Title	Contract Sales Manager	
Authorized signature	Kathy R. Vonderheide	
Accepted by Region 4 ESC:	:	
Contract No		
nitial Contract Term	to	
Region 4 ESC Authorized Boa	ard Member	Date
Print Name		
- Tillt Name		
Region 4 ESC Authorized Boa	ard Member I	Date
Print Name		
THIC MAINS		



CORPORATE OFFICE

225 Clay Street

800.622.5661 TOLL FREE

812.482.3204 OFFICE

812.482.1548 FAX

P.O. Box 231

Jasper, Indiana 47547-0231

**TAB 2** 

# **Products/Pricing**







#### IV. EVALUATION PROCESS AND CRITERIA

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

#### a) Products/Services/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.
- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)
  - Manufacturer part #
  - Offeror's Part # (if different from manufacturer part #)
  - Description
  - Manufacturers Suggested List Price and Net Price
  - Net price to Region 4 ESC (including freight)

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

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

- vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- viii. Describe how customers verify they are receiving Contract pricing.
- ix. Describe payment methods offered.
- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xii. Provide any additional information relevant to this section.

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

#### b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency orders.
- v. What is Offeror's average Fill Rate?
- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
- vii. Describe Offeror's return and restocking policy.
- viii. Describe Offeror's ability to meet service and warranty needs.
- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

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JASPER GROUP

Jasper, Indiana 47547-0231

#### Tab 2

#### a) Products/Services/Pricing

Jasper Group is bidding the following categories. Pricing for these categories is the same across the board and seen below as detailed in dock delivered, inside delivered, and delivered & installed. Please see our attached flash drive for list prices and model numbers. Pricing is available for our entire product and service offering.

Freestanding Furniture Seating/Chairs Soft Seating Filing Systems, Storage, and Equipment **Technology Support Furniture** Library Furniture Science Laboratory Furniture Cafeteria Early Childhood Furniture Audio/Visual Furniture Art Instructional Furniture **Educational Office Furniture** Career/Technical Education Furniture

Jasper Group does not manufacture the following categories: Systems Furniture, Auditorium/Theatre Fixed Seating, or Modular Walls.

Orders less than \$1000.00 net will be assessed a charge of \$75 net per order.

Dock Delivery is a standard, basic service. Truck delivers to customer's loading dock. No other services are provided.

Proposed Dock Delivery Discount = 53% off current commercial list price

Inside Delivery is performed through our servicing dealers. They remove the furniture from the truck and make sure the furniture is delivered inside the building.

Proposed Inside Delivery Discount = 52% off current commercial list price







Deliver & Install service consists of removal from truck, bringing to point of use, uncrating, standard assembly (Ex. Attach hutch to desk or credenza), leaving ready for use and removal of debris.

Proposed Deliver & Install Discount = 51%

List prices are contained within USB drive as searchable pdf pages. These pages reflect list prices only.

2018 Community Pricelist

2018 Conference Pricelist

2018 Contemporary Pricelist

2018 Flux Pricelist

2018 Seating Pricelist

2018 Traditional Pricelist

2018 Vision Pricelist

2019 Jasper Desk Casegoods Pricelist

2019 Jasper Desk Contemporary Conference

2019 Jasper Desk Traditional Conference

2019 Jasper Desk Traditional Reception

The following formula(s) should be utilized when calculating net price for OMNIA contract:

Dock delivery (53% discount) = List Price x .47

Ex. VV2436-30LF List \$1873

\$1873 x .47 = \$880.31 net  $\leftarrow$  OMNIA contract net price

Inside Delivery (52% discount) = List Price x.48

Ex. VV2436-30LF List \$1873

\$1873 x .48 = \$899.04 net  $\leftarrow$  OMNIA contract net price

Delivered & Installed (51% discount) = List Price x .49

Ex. VV2436-30LF List \$1873

\$1873 x .49 = \$917.77 net  $\leftarrow$  OMNIA contract net price

Extreme installation situations such as stair carry to upper floors, tear down of furniture, removal of existing furniture, and other onerous conditions may incur additional delivery or installation charges. These charges may be mutually agreed upon by the purchasing agency and contractor and can only be charged on an individual basis.

Jasper Group's warranty covers all product free of charge. Please see our attached standard warranty policy for details.

No merchandise may be returned to JSI without a signed Return Good Authorization form issued by our Customer Service Department. Any authorized return not due to damage or defect will be accessed by a 45% restocking fee and all return freight charges must be prepaid. Additional restocking fees may apply for any modification, special, or custom-built product. Liability for defective merchandise shall be limited to replacement or repair. Under no circumstances can we accept COD (Cash On Delivery) returns. Any such shipment will be refused.

Jasper Desk adopts the same return policy as JSI except imposes a 50% restocking fee.

Jasper Group considers additional discounts on volume purchases on a case to case basis. We work through our sales reps to establish the anticipated volume with consideration of product line and evaluate strategic pricing options that may be available.

Customers can easily verify pricing in a number of ways. Our pricelists are available online and can be accessed as well as our contract pricing information. Another way a customer can verify contract pricing is to contact a customer service representative or reach out to a servicing dealer. Any of these methods will assist and aid customers.

Customers may pay by credit card, check or direct deposit.

Jasper Group anticipates an increase in list price once a year. Usually this increase does not exceed 5%. Jasper Group will remain firm on category discounts for the duration of contract.

Future product will receive the same discount proposed for categories as outlined above in dock delivered, inside delivered, and deliver & install discounts. Jasper Group can provide new product pricelists to Region 4 as soon as they are made commercially available.

Quick Ship is offered on certain items as noted within our pricelists as "NOW!". Applicable finish and fabric selections are noted within the pricelists. Our customer service department can assist customers with these selections and quote requests. Quick Ship items are of no extra cost to the customer; however, the customer should note quick ship when requesting quotes.

Design services are available through our servicing dealers at the following rates: Proposed design rate minimum \$25 per hour Proposed design rate maximum \$55 per hour

Reconfiguration/Relocation of Furniture is available through our trusted Servicing Dealers. Because this service requires extra hours of labor, we are proposing rates to aid our servicing dealers in absorbing this cost.

Proposed reconfiguration/relocation rate minimum \$25 per hour Proposed reconfiguration/relocation rate maximum \$75 per hour



#### **OUR PROMISE**

JSI makes no expressed or implied warranties to any product and, in particular, makes no warranty of merchantability of fitness for any particular purpose.

JSI warrants, to the original purchaser that each piece of furniture will be free from defects in workmanship, given normal use for a period of fifteen (15) years of single shift service. Products used in multiple shift applications including but not limited to restaurants, casinos, nightclubs, etc., are warranted for five (5) years. Drawer suspensions carry a life time warranty. Pneumatic lifts and casters are warranted to be free from defects in material and workmanship for a period of five (5) years. Electrical items not manufactured by JSI are covered for a period of one (1) year. Fabric manufacturer's warranty will apply. JSI will, at its option, repair or replace any defective merchandise with the terms of this warranty.

Goods other than furniture are sold to customers without warranty.

Natural variations in color, texture of wood, and covering materials over which JSI has no control.
Damage created by bottom loading file drawers. File drawers are manufactured for hanging folders only.
Normal wear, color fastness, shrinkage, wrinkling, stretching of leather, and textiles.
Damage caused by transportation or installation companies.
Damage created by any accident, user modification, misuse of product, or neglect of product care.
Damage resulting from extreme climate conditions.

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#### warranty

Jasper Desk warrants its products to be free from defects in materials and workmanship given normal use and proper care, for a period of ten (10) years of single shift service.

Electrical components, pneumatic lifts and casters are warranted to be free from defects in materials and workmanship for the following periods of time from date of initial shipment.

Ergo mechanism and controls - one (1) year Electrical components - two (2) years Pneumatic lifts and casters - three (3) years

This warranty applies to all product manufactured December 1, 1995, and thereafter.

Jasper Desk tenders this warranty only to original purchasers acquiring our products through those parties specifically authorized by Jasper Desk to sell our product.

Repair and/or replacement, at our option, will be made on any part or parts found to be defective within the terms of the warranty.

This warranty does not cover:

- damage(s) caused by a transportation company.
- damage(s) resulting from user modification, alterations, misuse, abuse or negligent use of our product.
- natural variations in color, grain, or texture of wood and other covering materials which Jasper Desk has no control
- wearing or cuts to covering materials

Jasper Desk does not make any other warranties except as expressly set forth above, either express or implied, including any warranty of merchantability or fitness for any particular purpose, Jasper Desk shall not be liable for consequential or incidental damages under this warranty.

Further, Jasper Desk makes no warranties, express or implied, for improper assembly and/or installation of its products.





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#### **TAB 3**

# Performance Capability Omnia Partners documents (Appendix D)







- vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- viii. Describe how customers verify they are receiving Contract pricing.
- ix. Describe payment methods offered.
- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xii. Provide any additional information relevant to this section.

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

#### b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency orders.
- v. What is Offeror's average Fill Rate?
- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
- vii. Describe Offeror's return and restocking policy.
- viii. Describe Offeror's ability to meet service and warranty needs.
- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

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

#### c) Qualification and Experience

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

#### d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
- 3. <u>Competitive Range</u>: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
- 4. <u>Past Performance</u>: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
- 5. <u>Additional Investigations</u>: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

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#### Tab 3

#### b) Performance Capability

- iv. Jasper Group responds to emergency orders with an urgency to assist the customer from quote request, order placement through order delivery/installation. We often are able to provide a quote and process the agency's purchase order same day. If the agency is not able to process a purchase order same day, we can charge a purchasing card/credit card to get the order into production. While our orders are made for order and we do not stock standard product, our quick ship program gives us the ability to work with the customers on selecting product available for 10 business day production. This means quick ship product will ship in two weeks. Working diligently with our customers, dealers, production teams and logistics department ensures we are meeting required timelines for delivery/installation.
- v. Our product is made when orders are placed, and we do not stock standard product. Our standard lead time is 4-7 weeks. We do offer a quick ship program on select product. Quick Ship orders ship in 2 weeks.
- vi. As soon as an order is being processed our order schedulers are scanning orders looking for requested ship dates, working with our procurement department to make sure outsourced materials are available, communicating with plant managers to ensure labor time is scheduled adequately so product will hit the package area and meets designated truck for loading. Most manufacturers do not employ positions for this type of detailed management. This process we have implemented has allowed us to receive exceptional on time delivery records. Jasper Group delivers on time (the ship date that is shown on order acknowledgements) 90% of the time.
- vii. No merchandise may be returned to JSI without a signed Return Good Authorization form issued by our Customer Service Department. Any authorized return not due to damage or defect will be accessed by a 45% restocking fee and all return freight charges must be prepaid. Additional restocking fees may apply for any modification, special, or custom-built product. Liability for defective merchandise shall be limited to replacement or repair. Under no circumstances can we accept COD (Cash On Delivery) returns. Any such shipment will be refused.

  Jasper Desk adopts the same return policy as JSI except imposes a 50% restocking fee.
- viii. Jasper Group is able to provide service and warranty needs through our servicing dealers. Our customer service department work internally and through our dealers to ensure these services are adequately provided and any warranty issues are resolved.







JASPER GROUP

ix. Same day response on warranty related issues is a requirement our company takes seriously. Though a rare occurrence, our goal is to address warranty issues same day. Same day means we have a plan and any applicable replacements parts/product/hardware has been requested through production. Requests start with customer service. They may ask for photos, order information, and other details that will assist in replacement/repair of product. All warranties go through our quality team so engineers can evaluate and provide customer service a detailed plan from applicable parts, hardware, to specific instructions handed to our dealers that will provide the warranty service. Any product or part replacements are expedited through the plant and shipped upon immediate availability. Our quality dept will take steps to ensure the issue does not happen again.

Customer Service hours of operations are Mon - Thurs 7:30am - 4:30pm and Fri 7:30am - 4:00 pm EST.

Toll Free: 800-457-4511 Fax: 812-771-4615

Email: orders@jaspergroup.us.com

Web: <a href="http://www.jsifurniture.com/jsi\_contact.php">http://www.jsifurniture.com/jsi\_contact.php</a>

Customer Service provides assistance in warranty needs, sample requests, quote requests, specifications requests (drawings .dwg files), they can provide any product information needed, installation instructions, requests to change ship dates/locations, website assistance, fabric information such as yardage and graded in requests, spl finish match requests, tracking orders, or just general questions such as order placement. Customer Service is the go-to for anything needed Jasper Group related.

- x. Invoices are generated as product ships. Payment terms are Net 30 Days. We accept check, P-card/credit card, and direct deposit. We do not charge fees for P-card/credit card.
- xi. Jasper Group has a current Region 4/OMNIA contract in place so we will be updating and refreshing all of our internal data documents for Order Process and documents we will distribute externally. Our website will be updated to reflect current information for the new OMNIA contract and new literature will be published for our sales force to distribute. We have existing OMNIA customers and we will certainly be taking new ones and setting them up with ease. All our current agency customers are eligible to purchase on OMNIA as well.
- xii. With a strong return on investments, consistent cash flow, rising net sales, aggressive budgeting strategies, stable stock, and various property/equipment assets Jasper Group is in very good financial condition.
- xiii. Easy access to information such as reaching customer service for returns, and product/materials provided within Jasper Group's website. Our website is publicly accessible and contains links to our contract's pages, pricelists, brochures, 2D and 3D CAD symbols and other valuable resources. We currently do not offer online ordering capabilities, but this is planned for future phases to the website.

http://www.jsifurniture.com/

Jasper Group recognizes the importance of the health and well-being of every employee, xiv. customer and surrounding resident. Jasper Group encourages and actively promotes the participation of all company personnel and surrounding residents in making the continued implementation of its Occupational Health and Safety programs successful and beneficial to all parties involved and/or affected. The objective of Jasper Group implementing these programs is to achieve and maintain a record of zero safety and health related accidents and/or injuries and to devote appropriate time, effort and manpower in investigating, communicating, uncovering and correcting any conditions that exist which could possibly lead to any safety and health related accidents of injuries. Jasper Group will work to meet this objective through the creation and implementation of an employee involvement program, regular meetings to be held with all safety committee members to communicate safety issues/concerns and to act on issues as appropriate, implementation of health and safety training sessions, material distributions to company personnel as recommended by OSHA, active involvement of Upper Management Personnel in support of health and safety programs, accountability program implemented by our safety director and safety committee, commitment to appropriate resources to the research and development of discovery implementing programs to provide greater protection of all personnel and surrounding residents from any risk of injury or accidents of a health and safety nature. Our current office record is zero injuries/accidents in 336 days. Plants are at zero recordable injuries in 9 days. Our safety policy and procedures continue to be practiced and updated as we work to maintain zero injuries/accidents.

#### Appendix D



### REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

#### TO BE ADMINISTERED BY

#### OMNIA PARTNERS, PUBLIC SECTOR

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

- Exhibit A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
- Exhibit B ADMINISTRATION AGREEMENT, EXAMPLE
- Exhibit C MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE
- Exhibit D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE
- Exhibit E CONTRACT SALES REPORTING TEMPLATE
- Exhibit F FEDERAL FUNDS CERTIFICATIONS
- Exhibit G NEW JERSEY BUSINESS COMPLIANCE
- Exhibit H ADVERTISING COMPLIANCE REQUIREMENT

# EXHIBIT A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

#### 1.0 Scope of National Cooperative Contract

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

#### 1.1 Requirement

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

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

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

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

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

#### 1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

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

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

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

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

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

#### 1.3 Estimated Volume

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

#### 1.4 Award Basis

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

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

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

#### 1.5 Objectives of Cooperative Program

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

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

#### 2.0 REPRESENTATIONS AND COVENANTS

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

#### 2.1 Corporate Commitment

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

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

#### 2.2 Pricing Commitment

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

#### 2.3 Sales Commitment

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

#### 3.0 SUPPLIER RESPONSE

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

#### 3.1 Company

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

Requirements for National Cooperative Contract Page 20 of 55

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

#### 3.2 Distribution, Logistics

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

#### 3.3 Marketing and Sales

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

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

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

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

5_	.00	in	year	one
5_	.00	in	year	two
5	.00	in	year	three

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

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

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

800.622.5661 TOLL FREE

225 Clay Street

812.482.3204 OFFICE

P.O. Box 231

812.482.1548 FAX

Jasper, Indiana 47547-0231

#### Tab 3

#### b) Performance Capability

#### OMNIA Appendix D

#### 3.1 Company

A. Jasper Group is the parent company to a family of furniture brands, each with its own passion, history, and area of expertise. Collectively, we bring time-tested, design-driven, and high-quality seating, casegoods, and furniture products to a wide range of environments. You can find Jasper Group brands through the world and everywhere from corporate offices to schools, government buildings to hospitals, public spaces to hotels and restaurants.

Much like our products range, our customers are exceedingly diverse. Jasper Group is uniquely to answer their needs. After all, our business is built on the founding principle of using our greatest resources—our people, products and services—to the best advantage. This principle is evidenced in our exemplary design and workmanship, innovative solutions, and in our ability to understand our markets, listen to our clients, and deliver on our promises.

In the early 1800's, German immigrants, skilled in the art of woodworking, settled in Jasper, Indiana. They cleared land, built farms, and created a new life for their families. Fortunately, they also passed down their artistry. In 1879, with the advent of the industrial revolution and the railroad, these settlers recognized the potential in the white oak, walnut and other hardwoods that surrounded them, and set to work producing wood school and office chairs. By the end of the 1920s, Jasper, Indiana was known as the Nation's Wood Furniture Capital. In 1929, a group of prominent local businessman came together and formed Jasper Seating Company. Thanks to an ability to respond to market needs and a commitment to its founding principles, Jasper Seating Company prospered through the Great Depression, two World Wars, and countless industry and consumer challenges.

- B. Jasper Group has an internal sales team of 11 individuals that are based in Indiana and work from our corporate office. Externally, our sales force is made up of 27 rep groups consisting of multiple individuals located throughout all 50 states. These rep groups have a physical presence in their territories. Please see our attached "Jasper Group Sales Team List" for detailed information on these sales reps.
- C. Our corporate office is located at 225 Clay St in Jasper, IN. We have multiple manufacturing facilities throughout Southern Indiana. We have 19 different showrooms located throughout the U.S. with one showroom in each region.







JASPER GROUP

D. Annual Sales Reports for the three previous fiscal years are seen below:

2019 YTD	\$159,150,293
2018	\$158,496,299
2017	\$154,943,750
2016	\$132,995,790

- E. Jasper Group FEIN# 35-0420370. Duns# 00-636-7767. Dunn & Bradstreet Report is attached.
- F. We constantly hone our commitment to environmental sustainability, as well. Because it's renewable, recyclable, natural, carbon negative and biodegradable, we use wood as our primary material, but we don't stop there. We recycle, reduce waste through smart planning and maintenance, use environmentally-friendly fabrics and materials and, recently, launched a solar initiative. All of Jasper Group's product are UL2818-Greenguard certified. Those certificates can be viewed online at the following link. <a href="http://www.jsifurniture.com/jsi\_sustainability\_greenguard.php">http://www.jsifurniture.com/jsi\_sustainability\_greenguard.php</a>
- G. Staying true to our small business and minority subcontracting goals, we procure materials and services using small business companies/minority companies whenever possible.
- H. N/A
- I. Designing and producing furniture for the generations of today, with an eye on tomorrow's markets make Jasper Group a leading manufacturer in the furniture industry. We're combining evolved engineering, sustainable manufacturing and renewable resources with our passion for timeless design. Investing in product development and original thinking with our brand strategies to promote measured growth.
- J. Our company does not have any past or present litigation, bankruptcy or reorganization.
- K. b. Jasper Group is not owned or operated by anyone who has been convicted of a felony.
- L. Jasper Group has never had any debarment or suspension actions taken against us.



#### **JASPER SEATING COMPANY INC**

D-U-N-S® 00-636-7767

Headquarters 225 Clay St, Jasper, IN 47546 Website:

www.jasperseating.com

# **Comprehensive Report**

Purchase Date: 12/09/2019 Last Update Date: 11/15/2018 Attention: 267181158

# **Executive Summary**

# Company Info

Year Started 1929 Control Year 1949

CEO ELLIOTT MICHAEL, PRES

Employees 1,185

**Trade Styles** 

Employees Here 123 at this location

JASPER GROUP; JSI, COMMUNITY & KLEM; JASPER GROUP BRAND;

J S I; JSI DESK

#### **D&B** Rating

D&B Rating

--

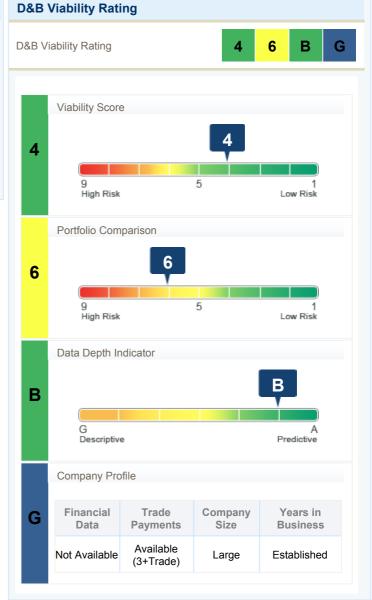
Phone 812 482-3204



#### **Predictive Analytics**



# Risk Category Risk Category High Moderate Low Conservative Credit Limit \$45,000 Aggressive Credit Limit \$200,000



#### **Business Information**





#### **D&B Viability Rating**

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will no longer be in business within the next 12 months.

4 Viability Score

9
High Risk

5
1
Low Risk

#### Compared to All US Businesses within D&B Database:

- · Level of risk: Low Risk
- Businesses ranked 4 have a probability of becoming no longer viable: 5%
- Percentage of businesses ranked 4: 14%
- $\bullet$  Across all US businesses, the average probability of becoming no longer viable: 14%

Portfolio Comparison

9
High Risk

5
1
Low Risk

#### Compared to all Businesses within the same MODEL SEGMENT:

Model Segment: Established Trade Payments

- · Level of risk: Moderate Risk
- Businesses ranked 6 within this model segment have a probability of becoming no longer viable: 5%
- $\bullet$  Percentage of businesses ranked 6 within this model segment: 9%
- Within this model segment, the average probability of becoming no longer viable: 5%

B Data Depth Indicator

G A Predictive

**Data Depth Indicator Details:** 



- √ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- √ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

You have the ability to influence the confidence of the viability assessment by asking the business to report more information to D&B at https://iupdate.dnb.com/iUpdate/

G

# **Company Profile**

Not Available	Available (3+Trade)	Large	Established
Financial Data	Trade Payments	Company Size	Years in Business

#### **Company Profile Details:**

- · Financial Data: Not Available
- Trade Payments: Available (3+Trade)
- Business Size: Large (Employees:50+ or Sales: \$500K+)
- · Years in Business: Established (5+)

#### **Business History**

Officers ELLIOTT MICHAEL, PRES;

RONALD BECK, V PRES;

NICHOLAS GRAMELSPACHER II, SEC;

CHRISTINE SANDER, CFO

Directors THE OFFICER(S)

As of 11/15/2018

The Indiana Secretary of State's business registrations file showed that Jasper Seating Company Inc was registered as a Corporation on March 9, 1949 under the file registration number 194163-123.

Business started 1929 by Casper A Elliott and A F Craig. Present control succeeded 1959.

On May 7, 2018, The business started under company name Jasper Seating Company on February 8, 1929 and was amended on the same year under company name Jasper Seating Company Inc. The business name Jasper Group is an assumed based name which was registered on June 23, 2008.

ELLIOTT MICHAEL born 1948. 1982-present active here. 1973-1985 self-employed as sales representative. Operated successfully. 1966-1973 employed Indiana Desk Company, Jasper, IN.

RONALD BECK. Antecedents not available.

NICHOLAS GRAMELSPACHER II. Antedents are unknown.

CHRISTINE SANDER. Antecedents are unknown.

Jasper Wood Product, Inc, Jasper, IN, started 1924. Operates as Manufacturer of plywood. Duns 00-636-7924. Intercompany relations undetermined.

Jofco Inc, Jasper, IN, started in 1922, manufactures office furniture. Duns 00-636-6116. No intercompany relations.



# **Business Registration**

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Nov 30 2019:

Registered Name  Business Type	JASPER SEATING COMPANY INC	Registration ID	194163-123	Principals	
		Status	ACTIVE		
		DIVISION ,	Name	Title	
	DOMESTIC CORPORATION		DIVISION,	Christine A	CHIEF
Corporation Type	PROFIT			Sander	FINANCIAL OFFICER
	1121 N Beaver La	ke Rd, Jasper, 475460000, IN			
State of Incorporation	INDIANA	Agent	ELLIOTT 225 CLAY ST,	Glenn H	OTHER
Filing Date	03/09/1949		JASPER, IN 475460000	Gramelspacher II 17357 SE 111th Ct, Summerfield, 344910000, FI	
				John Christopher Eckerle	OTHER
				5750 N WASHING 462200000, IN	STON BLVD, INDIANAPOLIS,
				Michael J Elliott	CHIEF EXECUTIVE OFFICER
				3795 W 200 S, JA	SPER, 475460000, IN
				Nicholas Gramelspacher	SECRETARY
				3489 N 125 E, Jap	per, 475460000, IN
				Ronald L Beck 3109 Virginia Ave	OTHER , Jasper, 475460000, IN
				William Rubino 451 W 33rd St, Ja	TREASURER sper, 475460000, IN
				,	,

# **Government Activity Summary**

N/A

<b>Activity Summary</b>		Possible candidate for soc	cioeconomic pr
Borrower	No	Labor Surplus Area	N/A
Administrative Debt	No	Small Business	N/A
Grantee	No	Women Owned	N/A
Party Excluded from Federal Programs	No	Minority Owned	N/A
Public Company	N/A		
Contractor	Yes		

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Importer/Exporter



#### **Operations Data**

As of 11/15/2018

Description: Manufactures public building or related furniture, specializing in school furniture (20%). Manufactures non-wooden office

furniture (10%). Manufactures wooden office furniture, specializing in padded, plain or upholstered furniture.

Has 8,000 account(s). Terms Net 30 days. Sells to commercial concerns and government. Territory: United States.

Nonseasonal.

Employees: 1,185 which includes officer(s). 123 employed here.

Facilities: Owns 207,000 sq. ft. in a two story brick building.

Location: Industrial section on side street.

#### **Industry Data**

SIC		NAICS		
Code	Description	Code	Description	
25310100	School furniture	337127	Institutional Furniture Manufacturing	
25220000	Office furniture, except wood	337214	Office Furniture (except Wood) Manufacturing	
25210102	Chairs, office: padded, upholstered, or plain: wood	337211	Wood Office Furniture Manufacturing	

#### **Family Tree**

#### **Branches Domestic**

JASPER SEATING JASPER SEATING JASPER SEATING JASPER SEATING JASPER SEATING COMPANY INC; COMPANY INC; COMPANY INC; COMPANY INC; COMPANY INC; (D-U-N-(D-U-N-(D-U-N-(D-U-N-(D-U-N-S®:01-175-6538) S®:82-951-6967) S®:18-734-7013) S®:06-102-8462) S®:05-896-4970) AKA: JASPER AKA: JASPER GROUP 1905 CHURCH ST, AKA: JSI AKA: KLEM LIBRARY FURNITURE 8084 W COUNTY RD 1352 W HOSPITAL NASHVILLE, TN HOSPITALITY 25 S, 694 N MAIN ST, RD, 37203-2203 4582 S CROSS ST, TROUTMAN, NC SAINT ANTHONY, IN FRENCH LICK, IN PAOLI, IN 47454-9215 47432-9022 28166-8529 47575-9639 JASPER SEATING COMPANY INC; (D-U-N-S®:08-007-3462) 932 MILL ST, JASPER, IN 47546-2821

This list is limited to the first 25 branches, subsidiaries, divisions and affiliates, both domestic and international. Please use the Global Family Linkage Link above to view the full listing.



#### **Financial Statements**

#### Key Business Ratios (Based on 11 establishments)

D&B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance. To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	4.8	UN
Return on Net Worth	UN	16.6	UN
Short Term Solvency			
Current Ratio	UN	1.7	UN
Quick Ratio	UN	1.0	UN
Efficiency			
Assets Sales	UN	60.8	UN
Sales / Net Working Capital	UN	7.1	UN
Utilization			
Total Liabs / Net Worth	UN	125.6	UN

#### **Most Recent Financial Statement**

As of 11/03/2018

On APR 30 2018 Christine Sanders, CFO, declined financial information.

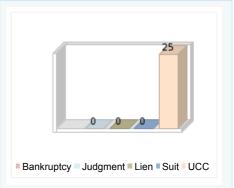
#### **Indicators**

# Public Filings Summary

The following data includes both open and closed filings found in D&B's database on this company

Record Type	No. of Records	Most Recent Filing Date
Judgment	0	
Lien	0	
Suit	0	
UCC	25	07/05/2019

# **Public Filings**



The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

# **Full Filings**

#### **UCC Filings**

Collateral All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Account(s)

Inventory including proceeds and products - All Account(s) including proceeds and products - All Timber including proceeds and products - and OTHERS

Latest Info Received	06/17/2014
Туре	Original



Filing No.	1400004598336		
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN		
Secured Party	GERMAN AMERICAN BANCORP, JASPER, IN GERMAN AMERICAN BANCORP, JASPER, IN		
Debtor	JASPER SEATING COMPANY, INC.		
Filing No.	1900001065428	Latest Info Received	02/14/2019
Original UCC Filed Date	06/06/2014	Туре	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	02/07/2019
Secured Party	GERMAN AMERICAN BANCORP, JASPER, IN GERMAN AMERICAN BANK, JASPER, IN	Original Filing No.	1400004598336
Debtor	JASPER SEATING COMPANY, INC.		
Collateral	Equipment	Latest Info	09/22/2015
Filing No.	1500007094189	Received	
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Туре	Original
Secured Party	PLYMOUTH PACKAGING, INC. DBA BOX ON DEMAND, BATTLE CREEK, MI	Date Filed	09/15/2015
Debtor	JASPER SEATING COMPANY, INC., FRENCH LICK, IN		
Collateral	Equipment	Latest Info	09/22/2015
Filing No.	1500007093835	Received	
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Туре	Original
Secured Party	PLYMOUTH PACKAGING, INC. DBA BOX ON DEMAND, BATTLE CREEK, MI	Date Filed	09/15/2015
Debtor	JASPER SEATING COMPANY, INC.		
Collateral	Equipment	Latest Info	02/28/2012
Filing No.	1200001724463	Received	Outsin-1
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Type	Original
Secured Party	BOX ON DEMAND, LLC, BATTLE CREEK, MI	Date Filed	02/23/2012
Debtor	JASPER SEATING COMPANY, INC.		
Collateral	Leased Equipment and proceeds	Latest Info Received	07/09/2019
Filing No.	1900005695966	Туре	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	07/03/2019
Secured Party	HYG FINANCIAL SERVICES, INC., BILLINGS, MT	Date Fileu	01/00/2019
Debtor	JASPER SEATING COMPANY INC		
Collateral	Leased Equipment and products - Leased Computer equipment and products - Leased Business machinery/equipment and products	Latest Info Received	07/02/2012
Filing No.	1200005999299	Туре	Original
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	06/27/2012
Secured Party	KRONOS INCORPORATED, JACKSONVILLE, FL		
Debtor	JASPER SEATING COMPANY INC		
Collateral	PURCHASE ORDER NO. 1066-002-002	Latest Info	09/06/2016
Filing No.	1600006727788	Received	Outsin-1
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Type	Original
Secured Party	H.E. IRVINE, LLC, CHICAGO, IL	Date Filed	08/30/2016
Debtor	JASPER SEATING COMPANY INC.		



		Received	
Original UCC Filed	12/03/2004	Type	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	08/14/2009
Secured Party	GERMAN AMERICAN BANK, JASPER, IN	Original Filing No.	0400011251602
Debtor	JASPER SEATING COMPANY, INC.	Original Fining No.	0400011201002
	·		
Filing No.	1400005397728	Latest Info Received	07/10/2014
Original UCC Filed Date	12/03/2004	Туре	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	07/02/2014
Secured Party	GERMAN AMERICAN BANCORP, JASPER, IN GERMAN AMERICAN BANK, JASPER, IN GERMAN AMERICAN BANK A DIVISION OF GERMAN AMERICAN BANCORP, JASPER, IN	Original Filing No.	0400011251602
Debtor	JASPER SEATING COMPANY, INC.		
Filing No.	1900005747641	Latest Info	07/08/2019
Original UCC Filed	12/03/2004	Received	
Date		Туре	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	07/05/2019
Secured Party	GERMAN AMERICAN BANCORP, JASPER, IN GERMAN AMERICAN BANK, JASPER, IN GERMAN AMERICAN BANK, JASPER, IN GERMAN AMERICAN BANK A DIVISION OF GERMAN AMERICAN BANCORP, JASPER, IN	Original Filing No.	0400011251602
Debtor	JASPER SEATING COMPANY, INC.		
Filing No.	0900002625511	Latest Info	04/17/2009
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Received	
Secured Party	OLD NATIONAL BANK, JASPER, IN	Туре	Original
Debtor	JASPER SEATING COMPANY, INC.	Date Filed	03/31/2009
Filing No.	0900005441106	Latest Info	07/20/2009
Original UCC Filed	03/31/2009	Received	0112012003
Date	00/01/2000	Туре	Amendment
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	07/02/2009
Secured Party	OLD NATIONAL BANK, JASPER, IN	Original Filing No.	0900002625511
Debtor	JASPER SEATING COMPANY, INC.		
Filing No. Original UCC Filed	1400001407827 03/31/2009	Latest Info Received	02/24/2014
Date	03/3/1/2009	Туре	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	02/21/2014
Secured Party	OLD NATIONAL BANK, JASPER, IN	Original Filing No.	0900002625511
Debtor	JASPER SEATING COMPANY, INC.		
Filing No.	1900000851268	Latest Info	02/04/2019
Original UCC Filed	03/31/2009	Received	
Date	OFODETADY OF STATE #100 SW #010M #10710M SO 10 #11	Type	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	01/31/2019
Secured Party	OLD NATIONAL BANK, JASPER, IN	Original Filing No.	0900002625511
Debtor	JASPER SEATING COMPANY, INC.		
Filing No.	0900005440963	Latest Info Received	07/20/2009
Original UCC Filed	04/06/1995	Received	

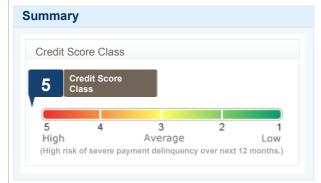


Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	07/02/2009
Secured Party	DUBOIS COUNTY BANK, JASPER, IN	Original Filing No.	1978420
Debtor	JASPER SEATING COMPANY, INC., FRENCH LICK, IN		
Filing No.	0900008944420	Latest Info	11/23/2009
Original UCC Filed	04/06/1995	Received	
Date		Туре	Continuation
Where Filed	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN	Date Filed	11/09/2009
Secured Party	DUBOIS COUNTY BANK, JASPER, IN OLD NATIONAL BANK, JASPER, IN	Original Filing No.	1978420
Debtor	JASPER SEATING COMPANY, INC, FRENCH LICK, IN and OTHERS		

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. Additional UCC and SLJ filings for this company can be found by conducting a more detailed search in our Public Records Database.



#### **Commercial Credit Score**



Incidence of Delinquent Payment	
Among Companies with This Class	53.10%
Average Compared to All Businesses	10.20%
Credit Score Percentile	8
Credit Score	408
Number of Payment Experiences	112

#### **Key Factors**

- Proportion of past due balances to total amount owing
- Increase in proportion of delinquent payments in recent payment experiences
- Proportion of slow payments in recent months
- · Higher risk industry based on delinquency rates for this industry

#### Notes:

- The Credit Score Class indicates that this firm shares some of the same business and payment characteristics of other companies with this classification. It does not mean the firm will necessarily experience delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
- The Credit Score Percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Credit Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

#### **Credit Score Percentile Norms Comparison**



- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

#### **Financial Stress Score**



Financial Stress Score Percentile	
Financial Stress National Percentile	30
Financial Stress Score	1439
Probability of Failure with This Score	0.84%
Failure per 10K	84/10,000
Average Failure Rate within D&B database	0.48%
Failure per 10K	48/10,000
Number of Payment Experiences	112

#### **Key Factors**

- Low proportion of satisfactory payment experiences to total payment experiences.
- · UCC Filings reported.
- High number of inquiries to D&B over last 12 months.
- Unstable Paydex over last 12 months.
- High proportion of past due balances to total amount owing.

#### Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The probability of failure shows the percentage of firms in a given percentile that discontinue operations with loss to creditors. The average probability of failure is based on businesses in D&B's database and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

#### **Financial Stress Percentile Comparison**

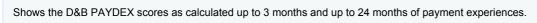


- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

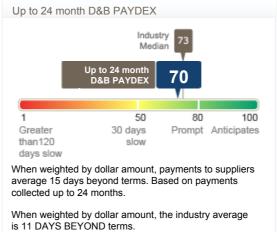
# **Advanced Paydex + CLR**

#### **D&B PAYDEX®**











Payment Trend	up *
Payments Within Terms	63%
Average High Credit	\$23,627

Total Payment Experiences for the HQ

Total Placed for Collection 3

Largest High Credit \$400,000

Highest Now Owing \$200,000 Highest Past Due \$60,000

#### **Credit Limit Recommendation**



Recommendation Date	12/09/2019
Conservative Credit Limit	\$45,000
Aggressive Credit Limit	\$200,000
Key Factor	
Risk is assessed using D&B's scoring methodolo create the recommended limits	gy and is one factor used to

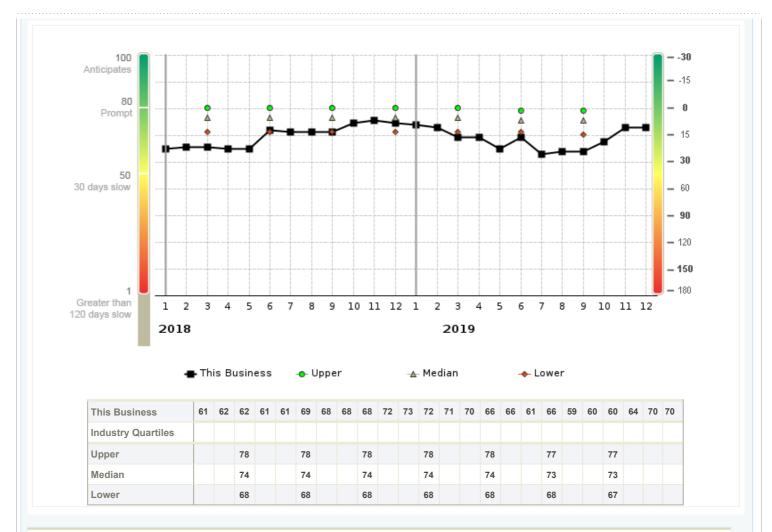
#### **PAYDEX Yearly Trend**

Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters.

The Primary Industry is Mfg public building furniture, mfg office furniture-nonwood, mfg wood office furniture, based on SIC code 2531.

compared to payments three months ago





#### Note

- Current PAYDEX® for this Business is 70, or equal to 15 days beyond terms.
- The 24 month high paydex is 73.0, or equal to 11 DAYS BEYOND terms.
- The 24 month low paydex is 59.0, or equal to 23 DAYS BEYOND terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile.
- Industry lower quartile represents the performance of the payers in the 25th percentile.

Pay	/mei	nt H	abi	ts
-----	------	------	-----	----

Credit Extended	% of Payments Within Terms	No. of Payment Experiences	Total Amount USD
Over \$100,000	79%	5	\$1,200,000
50,000-100,000	49%	6	365,000
15,000-49,999	67%	14	380,000
5,000-14,999	61%	23	165,000
1,000-4,999	52%	22	34,000
Under 1,000	58%	21	6,100

Based on up to 24 months of payments

#### **Payment Summary**

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

There are 112 payment experiences in D&B's file, with 77 experiences reported during the last three month period. The highest Now Owes on file is \$200,000. The highest Past Due on file is \$60,000.

All Industries



Industries	Total	Total Amounts	Largest High Credit	Within		Days SI	ow (%)	
nddones	Received	Total 7 tillourito	Eargest Flight Great	Terms (%)	0-30	31-60	61-90	90
Trucking non-local	15	\$152,600	\$100,000	55	44	1	0	
Nonclassified	8	143,250	60,000	68	29	3	0	
Telephone communictns	6	25,500	10,000	100	0	0	0	
Whol industrial suppl	5	11,300	7,500	28	39	33	0	
Whol service paper	5	7,500	2,500	60	40	0	0	
Mfg nonwd office furn	4	92,750	50,000	0	27	0	54	1
Short-trm busn credit	3	202,550	200,000	51	49	0	0	
Whol hardware	3	51,000	30,000	98	2	0	0	
Mfg wood office furn	3	17,000	15,000	0	6	44	44	
Whol piece goods	2	210,000	200,000	50	50	0	0	
Help supply service	2	95,000	65,000	84	16	0	0	
Local truck w/storage	2	45,750	45,000	100	0	0	0	
Employment agency	2	37,500	30,000	60	40	0	0	
Manmade broadwyn mill	2	30,000	15,000	0	100	0	0	
Paperboard mill	2	12,500	7,500	70	30	0	0	
Whol industrial equip	2	750	500	100	0	0	0	
Whol plumb/hydronics	2	750	500	0	100	0	0	
Whol electronic parts	2	100	50	50	0	50	0	
Travel agency	1	400,000	400,000	100	0	0	0	
Mfg relays/controls	1	300,000	300,000	100	0	0	0	
Whol furniture	1	80,000	80,000	0	50	0	0	ţ
Misc business service	1	55,000	55,000	50	50	0	0	
Engineering services	1	45,000	45,000	100	0	0	0	
Business association	1	30,000	30,000	100	0	0	0	
Whol computers/softwr	1	30,000	30,000	50	0	50	0	
Misc computer service	1	25,000	25,000	100	0	0	0	
Testing laboratory	1	10,000	10,000	100	0	0	0	
Mfg misc metal prdts	1	10,000	10,000	100	0	0	0	
Mfg wood fixtures	1	10,000	10,000	50	50	0	0	
Ret furniture	1	7,500	7,500	0	0	100	0	
Mfg hand/edge tools	1	5,000	5,000	100	0	0	0	
Whol electrical equip	1	1,000	1,000	50	50	0	0	
Whol lumber/millwork	1	1,000	1,000	100	0	0	0	
Mortgage banker	1	1,000	1,000	100	0	0	0	
Business consulting	1	1,000	1,000	100	0	0	0	
State commercial bank	1	1,000	1,000	0	100	0	0	
Arrange cargo transpt	1	1,000	1,000	100	0	0	0	
Mfg curtain/drapes	1	500	500	50	50	0	0	
Mfg broadcastng equip	1	250	250	100	0	0	0	
Natnl commercial bank	1	50	50	0	100	0	0	



Other Payment Categories			
Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash experiences	13	\$1,800	\$1,000
Payment record unknown	4	500	250
Unfavorable comments	0	0	0
Placed for Collection	3	0	0

etailed Paymer	it mistory					
ate Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sa within(month
lovember 2019	Ppt	\$60,000	\$50,000	\$0	N/A	
	Ppt	45,000	0	0	N30	6-1
	Ppt	45,000	0	0	N/A	
	Ppt	30,000	20,000	0	N30	
	Ppt	5,000	0	0	N/A	
	Ppt	5,000	0	0	N/A	2
	Ppt	5,000	0	0	N/A	2
	Ppt	2,500	2,500	0	N/A	
	Ppt	1,000	1,000	0	N/A	
	Ppt	1,000	1,000	0	N/A	
	Ppt	500	100	0	N/A	
	Ppt	250	0	0	N/A	4
	Ppt	50	0	0	N/A	
	Ppt	50	0	0	N/A	6-
	Ppt	50	0	0	N/A	2
	Ppt-Slow 15	5,000	750	0	N/A	
	Ppt-Slow 15	2,500	500	500	N/A	
	Ppt-Slow 30	100,000	30,000	2,500	N/A	
	Ppt-Slow 30	10,000	5,000	2,500	N/A	
	Ppt-Slow 30	7,500	7,500	2,500	N/A	
	Ppt-Slow 30	5,000	500	0	N/A	
	Ppt-Slow 30	5,000	5,000	5,000	N/A	
	Ppt-Slow 30	2,500	2,500	1,000	N/A	
	Ppt-Slow 30	1,000	100	0	N/A	
	Ppt-Slow 30	250	250	50	N/A	
	Ppt-Slow 60	30,000	25,000	20,000	N30	
	Slow 5	250	0	0	N/A	6-
	Slow 30	7,500	0	0	N/A	4
	Slow 30	1,000	1,000	0	N/A	
	Slow 30	1,000	1,000	1,000	N/A	
	Slow 30	250	0	0	N/A	6-
	Slow 30	50	50	50	N/A	
	Slow 30-60	7,500	50	50	N/A	
	Slow 15-60	2,500	500	500	N/A	
	Slow 60	50	50	50	N/A	
	Slow 90	500	0	0	N/A	6-
	Slow 30-120	80,000	80,000	60,000	N/A	



	Ppt	300,000	0	0	N/A	4-5
	Ppt	15,000	1,000	0	N/A	
	Ppt	10,000	7,500	0	N/A	1
	Ppt	7,500	2,500	0	N10	1
	Ppt	7,500	1,000	0	N/A	1
	Ppt	1,000	0	0	N/A	6-12
	Ppt	1,000	500	0	N/A	1
	Ppt	500	250	0	N/A	1
	Ppt	500	0	0	N/A	1
	Ppt	250	0	0	N/A	6-12
	Ppt	0	0	0	N/A	1
	Ppt-Slow 30	200,000	45,000	250	N/A	1
	Ppt-Slow 30	55,000	2,500	2,500	N/A	1
	Ppt-Slow 30	30,000	10,000	1,000	N/A	1
	Slow 5	250	100	0	N/A	1
	Slow 5	250	250	0	N/A	
	Slow 30	15,000	250	0	N/A	
	Slow 30	7,500	5,000	5,000	N30	
	Slow 30	500	0	0	N/A	6-12
	Slow 40	1,000	0	0	N/A	2-3
	(059)	1,000	0	0	Cash account	
	(060)Placed for collection	1,000	1,000	1,000	N/A	2-3
	(061)	100	0	0	Cash account	2-3
	(062)	50	0	0	N/A	2-0
September 2019	Ppt	10,000	7,500	0	N/A	•
September 2019	Ppt	250	250	0	N/A	
	Ppt-Slow 30	1,000	1,000	100	N30	,
	Ppt-Slow 30	500			N/A	6-12
August 2010			0	0		
August 2019	Ppt	2,500	250	100	N30	•
	Slow 60	7,500	7,500	7,500	N/A	0.44
	(069)	50	0	0	Cash account	6-12
June 2019	Ppt	1,000	1,000	0	N/A	1
	Ppt-Slow 30	10,000	1,000	250	N/A	1
	Slow 60-90	15,000	0	0	N/A	6-12
	(073)Placed for collection	0	50	50	N/A	
	(074)	100	0	0	N/A	1
March 2019	Ppt	750	0	0	N/A	4-5
January 2019	Ppt	20,000	0	0	N/A	1
June 2018	(077)	0	0	0	Sales COD	
	(078)	0	0	0	Sales COD	1
May 2018	Slow 30-120	35,000	0	0	N/A	6-12
November 2017	Ppt	2,500	1,000	0	N/A	1

Lines shown in red are 30 or more days beyond terms

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

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#### OMNIA Appendix D

# 3.2 Distribution, Logistics

- A. Today, Jasper Group and our family of brands create high-quality, design-forward furniture for a wide range of clients, budgets and environments, including business, education, government, healthcare, public space and hospitality. With an eye on the present and the future, we seek to meet our markets' needs. Integrating ergonomics and office dynamics, as well as traditional, transitional and contemporary styling into our seating, lounge and casegood offerings.
- B. Jasper Group has the ability to ship product FOB direct to customer or to one of our thousands of trusted distributors/servicing dealers located throughout the U.S. We pride ourselves on a diligent logistics program working with customers/dealers closely in delivery of product. We ship to all continental U.S. and do business in all 50 states shipping to freight forwarders when necessary.
- C. Agencies have a number of ways to verify contract pricing. All of our contracts are publicly accessible on our website for pricing information as well as list prices. Another means of pricing is to request a contract quote through either Jasper Group's customer service or one of our servicing dealers/reps. Our contracts specification group will supply a quote with the contract information and pricing in pdf format to the customer. The customer can then place that quote with their Purchase Order to ensure they receive adequate pricing. Customers will also be provided with acknowledgements when their orders have received a ship date. Acknowledgements can be cross checked with the quote/Purchase Order. Internal tools are also utilized such as our monthly sales reports to check and ensure orders received accurate pricing. Jasper Group works hard to maintain compliance on contracts with a list of procedures and standard of work developed that is threaded through our workplace in every department from customer service, specification services, order entry, accounting, to our contract sales manager.
- D. Jasper Group works with over 4,000 distributors/dealers throughout the U.S. Because our list is so very long, as an effort to save paper, we have attached a USB within our proposal labeled "Jasper Group Authorized Distibutors\_Dealers". If Region 4/OMNIA would like a physical copy of this list, we are happy to provide that. Please let us know.
- E. Internally, Jasper Group has optional storage availability at its 4 different manufacturing locations in Southern Indiana. These facilities total in over 2 million sq. ft of space and work as distribution centers.

# OMNIA Appendix D

# 3.3 Marketing and Sales

A. As a current OMNIA contract holder, Jasper Group has already put marketing strategies into place for OMNIA. Discussions remain among our internal sales force/marketing, and for renewing information with the new contract, all preparation work is done in the weeks leading up to award and award date. Being a previous contractor for Region 4 much of this is just refreshing and updating information. We will begin updating webpage sheets with logo and new contract information. The new contract changes/information won't go live until after award date. Marketing will be preparing a piece to publish to our external sales force and will be creation phases of co-branded press release. Distribution of literature and information has already begun internally. Our sales representatives are always up to date in anticipated projects and will implement Omnia pricing to eligible agencies in the beginning phases of furniture requests. Communications with our sales reps will involve how to strategically implement Omnia contract sales through customer guides, web links, and advantageous pricing for up and coming opportunities. Our executive leadership team will be on a sales call inclusive of all internal sales reps encouraging Omnia sales.

Our immediate marketing strategy includes Omnia sales in our yearly dealer trip. Our dealer trip is an incentive program that will allow dealers to accumulate points from Omnia sales. All Jasper Group dealers are eligible for this incentive program. Dealers are required to meet a certain quota within a certain timeframe. Dealers that reach their quota receive an all-expense paid sales trip/vacation. Jasper Group preplans and prepays for this yearly trip, so rules and expenses are already set into place. This strategy will allow us to not only market Omnia sales within our internal and external sales force, but now we have dealers that are marketing Omnia sales to agencies. We will gain full executive leadership endorsement and sponsorship on our trip program. All program announcements and literature will be published online, and emails distributed to all our participating servicing dealers upon award.

Jasper Group will participate in training and education with our national sales force gaining executive leadership involvement, along with the OMIA Partners, Public Sector team within the first 90 days.

B. Beginning from award date, all information goes live. Meaning our website has been updated and emails are blasted out with Omnia contract information. Our sales reps are the first to be provided information sheets detailing the important points of the new Omnia contract. Our sales reps then distribute these sheets to our dealers. We already have anticipated projects in place for Omnia contract sales. Trip incentive emails and literature containing Omnia information will be sent out within the first 90 days of award date.

Distribution of co-branded press release to trade publications within the first 90 days. Announcements, master agreement details and contact information is published on our website within the first few days of contract award date. Jasper Group will commit to attendance and participation with OMNIA Partners, Public Sector at national forums, regional meetings/summits, supplier-specific trade shows, conferences and meetings throughout the term of the Master agreement. We commit to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMIA Partners, Public Sector for partner suppliers these attendances, however, will be contingent on marketing budget for these category expenses. We will design and publish national and regional advertising in trade publications throughout the term of the Master

Agreement. We will distribute presentation and promotions throughout the term of the master agreement. We will provide a dedicated OMNIA Partners, Public Sector webpage on our website. We will incorporate OMNIA Partners, Public Sector standard logo, copy of original request for proposal, copy of master agreement and amendments between principal procurement agency and supplier, summary of products and pricing, marketing materials, electronic link to OMNIA Partners, Public Sector's website including the online registration page. We do have a toll free number we will publish as well as an email address published for OMNIA Partners, Public Sector related questions.

- C. Jasper Group's current existing Public Agency customers' already have full access to OMNIA contract sales. Many of them are already members of OMNIA. We do currently hold a contract with Buyboard. This contract is more regionally recognized than nationally. Buyboard is not the same scope as OMNIA. OMNIA offers inclusive services and is a better package value to the customer. We have always and will continue to market OMNIA as such. Jasper Group has been a TIPS/TAPS contract holder since 2009 with little or no activity through that coop. We also hold many state contracts throughout the U.S. These contracts can be very difficult for agencies to utilize with strict terms and conditions that limit product availability and mandate cumbersome processes for end users to obtain quotes and purchase orders. OMNIA is an easy go-to solution that we suggest in these situations and we have found in states like Texas and New York, OMNIA is a very viable solution to our customers. Jasper Group has a strong customer base that utilize OMNIA contract regularly and we will continue to encourage them to do so.
- D. Upon request, logos will be provided in the necessary format needed for your use. Please reach out Kathy Vonderheide at kvonderheide@jaspergroup.us.com
- E. Jasper Group will be proactive in direct sales of our goods and services to Public Agencies nationwide as stated above. We will provide a timely follow up to leads. We will utilize sales materials containing the OMNIA Partners, Public Sector logo. We will note Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency and that it is the best government pricing for scope of contract, no cost to participate and non-exclusive.
- F. We will train our national sales force on the master agreement as stated above. Our sales team is fully aware of the working knowledge of the solicitation process. We will promote awareness of the range of Public Agencies that can utilize the master agreement through OMNIA Partners, Public Sector. We are knowledgeable on the benefits of the use of cooperative contracts.

G. Executive Support: Kathy Vonderheide, Contract Sales Manager,

Kvonderheide@jaspergroup.us.com 800-457-4511 ext 15402

Marketing: Ashley Sendelweck, VP of Marketing, <u>ashley@jaspergroup.us.com</u>

800-457-4511 ext 15800

Sales: Cole Heichelbech, VP of Sales, <a href="mailto:Cheichelbech@jaspergroup.us.com">Cheichelbech@jaspergroup.us.com</a>

800-457-4511 ext 15400

Sales Support: Sandy Meyer, Customer Service, Smeyer@jaspergroup.us.com

800-457-4511 ext 15506

Financial Reporting: Amanda Keithley, Contract Administrator, Akeithley@jaspergroup.us.com

800-457-4511 ext 15417

Accounts Payable: Dinah Bergman, Contract Administrator, <u>Dbergman@jaspergroup.us.com</u>

800-457-4511 ext 15505

Contracts: Kelli Jenkins, Contract Administrator, Kjenkins@jaspergroup.us.com

800-457-4511 ext 15412

H. Cole Heichelbech is Jasper Group's highest-level executive in charge of our sales team. As VP of sales, Cole heads our internal sales force and also manages a region of our sales reps. Our internal sales force is made up of 4 regional sales managers seen below. Each regional sales manager is assigned a region of the U.S. and manages the sales representatives within their region. We currently have over 100 sales representatives. Each sales representative then works with the dealers in their direct territories. This strategic and aggressive sales force allows us to dial into any anticipated sales/projects throughout the U.S. and work closely with our dealers and customers. Our sales representative details are seen in attachment "Jasper Group Sales Team List".

Cole Heichelbech, VP sales <u>Cheichelbech@jaspergroup.us.com</u> 800-457-4511 ext 15400 Arkansas, Illinois-Northern, Texas, Oklahoma, Wisconsin-South

Pam Watson, Regional Sales Manager <u>PWatson@jaspergroup.us.com</u> 317-626-1829

New York, New Jersey, North Dakota, Rhode Island, New Jersey, Pennsylvania, Utah, Vermont, Virginia, Wyoming, California-Northern, Colorado, Connecticut, D.C., Dlaware, Indiana, Maine, West Virginia, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, South Dakota, Wisconsin-North

Mike Very, Regional Sales Manager MVery@jaspergroup.us.com 800-457-4511 ext 15415
Ohio, Puerto Rico, New Mexico, Alabama, Arizona, California-Southern, Florida, Georgia,
Illinois-Southern, Iowa, Kansas, Louisiana, Michigan, Mississippi, Missourie, Nebraska, Nevada

Kevin Street, Regional Sales Manager KStreet@jaspergroup.us.com 800-457-4511 ext 15403
Oregon, Washington, Tennessee, North Carolina, South Carolina, Alaska, Canada, Hawaii, Idaho, Montana

Kathy Vonderheide, Contract Sales Manager
All State and Federal Contracts

I. Our sales team is open to working directly with OMNIA Partners, Public Sector to implement, grow and service the national program. We would like to set up a conference call with OMNIA Partners to establish plans to improve marketing with this methodology.

Our annual sales trip incentive is updated, announced, and published yearly with promotional information including OMNIA eligible sales points and instructions. We also work diligently to inform our sales force of list price increases on OMNIA as well as extension contract information, etc. We publish these updates online as soon as OMNIA approves and then send out communication to our complete sales teams with updated literature for them to distribute.

Because many of our agency customers already purchase on OMNIA contract, there is no set up required. For new agencies we will certainly work get them set up quickly and ready for full participation.

J. Region 4/OMNIA agency sales last fiscal year for Jasper Group total \$3,230,878.73

Top to Public Agency Customers and Total Sales.						
Texas A&M University	\$266,650.27	Patty Allison, buyer 979-458-6088				
University of North Texas	\$141,549.67	Denise Harpool, buyer 940-369-5500				
City of Plano	\$156, 217.66	Ken Miller, dealer Texas Furniture Source				
		214-682-8594				
Texas Women's University	\$125,941.96	Alison Foss, dealer customer coordinator BKM				
		214-902-7308				
Virginia Commonwealth Univer	sity \$117,154.00	Sarah Banwarth, ordering person 804-828-7034				
University of Tennessee	\$90,502.51	Lisa Pate, buyer 865-974-3101				
South Georgia Medical Center	\$91,970.07	Rebekah Barbour, buyer 229-259-4171				
Texas Tech University	\$84,453.71	Kellee Smith, buyer 816-834-6748				
Rutger's University	\$62,432.86	Tawanda Thomas, purchaser 848-445-2516				
St. Patrick Parish	\$48,906.41	Kerry Udinski, purchaser 610-647-2345				

- K. Jasper Group currently utilizes Made2Manage as our primary operating system. All orders, engineering, production activity, acknowledgements, sales, and invoices filter through Made2Manage. We are currently working on extensions that will allow us more adaptability to an automatic system. We are able to run reports manually by contract, invoice dates, sales rep territories, and several other variable driven reports.
- M. Jasper Group would like to take exception on "Guaranteed Contract Sales". We have noted this in Tab 1 Appendix B. The market fluctuates and varies greatly from year to year making this a complex prediction. We will continue to respond to public agencies formal solicitations with master agreement pricing. Jasper Group's contract specifications department will issue a formal quote containing OMNIA contract information and utilizing said pricing.
  - If there are competitive conditions that require lower pricing, we will evaluate strategic pricing through the master agreement. If awarded contract, we will report sales to OMNIA as required under the master agreement.

We will only respond with pricing higher than Master Agreement only if the Public Agency refuses to utilize master agreement.

If multiple proposals are permitted, we will respond with pricing higher than the Master Agreement and include Master Agreement as the alternate or additional proposal.

# ON JERS

#### **BUSINESS ENTITY ANNUAL STATEMENT**

# NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION

(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

#### THIS FORM MUST BE ELECTRONICALLY FILED AT: www.elec.nj.gov

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FOR STATE USE ONLY

This statement is required to be filed by a business of through agreements or contracts with a public entit		the aggregate during a calendar year	
Part 1: General Information			
Date of Statement December 3, 2019	Activity for Calendar Year 2019	Check if Amendment	
Part 2: Business Entity Information			
Business Name Jasper Seating Company, Inc	. dba Jasper Group		
Business Type Other Business Organization	and a state of the		
Address 1 225 Clay Street			
Address 2			
City Jasper	State Indiana	Zip <u>47546</u>	
*(Area Code) Telephone Number 800-457-4511			
punishment.  First Name Kathy	Last Name Vonderheide		
Title/Position Contract Sales Manager	Dat	Date December 3, 2019	
*(Area Code) Telephone Number 800-457-4511			
Check this box to certify the above acknowled	gement.		
agreements or contracts with a public en	\$50,000 or more in the aggregate during a ntity or public entities, but has made no cont tity annual disclosure statement with the Con calendar year.	tributions to candidates	
Check this box if the business entity	has not made any reportable contributions o	luring the calendar year.	
	to N. L.S. & 47·1A-1.1 an unlisted telephone number is not a publi		

#### **EXHIBIT B**

#### ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_ day of 20 , between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and Jasper Group ("Supplier"). **RECITALS** (the "Principal Procurement Agency") has entered WHEREAS, the \_\_\_\_\_, Agreement No\_\_\_\_\_, by and between into a Master Agreement effective the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Furniture, Installation, and Related Services (the "Product"); WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement; WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies; WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

- WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and
- WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.
- NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

#### **DEFINITIONS**

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

#### **TERMS AND CONDITIONS**

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.
  - 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
  - 6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
  - 7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### TERM OF AGREEMENT; TERMINATION

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

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

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

### **NATIONAL PROMOTION**

- 10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (<a href="www.omniapartners.com/publicsector">www.omniapartners.com/publicsector</a>), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

### ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

- 13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <a href="Exhibit C">Exhibit C</a> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

### **GENERAL PROVISIONS**

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of

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

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

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

B. Supplier:

Jasper Seating Company Inc., dba JSI/Jasper Desk

 225 Clay S	t
 Jasper, IN	47546

- 20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.
- This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
  - 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
  - 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
  - 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]  Jasper Seating Company, Inc. dba JSI/Jasper Desk 225 Clay St  Jasper, IN 47546	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR		
Signature Kathy Vonderheide	Signature Sarah Vavra		
Name Contract Sales Manager	Name Sr. Vice President, Public Sector Contracting		
Title 12/2/2019	Title		
Date	Date		

### **EXHIBIT C**

# MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

### **RECITALS**

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

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

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

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

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

- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES

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

- 11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

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

Authorized Signature	Signature Sarah E. Vavra		
Name	Name Sr. Vice President, Public Sector Contracting		
Title and Agency Name	Title		
Date	Date		

# EXHIBIT D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

### PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.
I hereby acknowledge, in my capacity as of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.
I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.
Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]
Signature
Name
Title
Date

# EXHIBIT E CONTRACT SALES REPORTING TEMPLATE

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О	MNIA PAI	RTNE	RS, PI	BLIC SEC	TOR EXHIBIT	S			(
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OMNIA Partn	ers, Pub	lic S	ecto	r Contra	ct Sales Mo	nthly Report			
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						Cumulative Contract Sale			

### **EXHIBIT F**

### FEDERAL FUNDS CERTIFICATIONS

### FEDERAL CERTIFICATIONS

### ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

### TO WHOM IT MAY CONCERN:

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

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **APPENDIX II TO 2 CFR PART 200**

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

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

rights and privileges under the ap by either party.	pplicable laws and regulations	s with respect to this procurement in the event of breach of contract
Does offeror agree? YES	KRV	Initials of Authorized Representative of offeror
(B) Termination for cause and effected and the basis for settle	for convenience by the gr ement. (All contracts in exc	rantee or subgrantee including the manner by which it will be cess of \$10,000)
Pursuant to Federal Rule (B) aboright to immediately terminate arbreach or default of the agreeme	ny agreement in excess of \$	ency expends federal funds, the Participating Agency reserves the \$10,000 resulting from this procurement process in the event of a he terms of the contract.
Does offeror agree? YES	KRV	Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein. Does offeror agree to abide by the above? YES Initials of Authorized Representative of offeror (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions. Initials of Authorized Representative of offeror Does offeror agree? YES (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process. Does offeror agree? YES \_\_\_\_ Initials of Authorized Representative of offeror (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding

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

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

Does offeror agree?	YES		Initials of Authorized Representative of offeror
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amended—Contracts and subgrants of Federal award to agree to comply with Act (42 U.S.C. 7401-7671q) and the Fe	of amounts in excess of \$150,000 on all applicable standards, order orderal Water Pollution Control A	Pollution Control Act (33 U.S.C. 1251-1387), as must contain a provision that requires the nonsor regulations issued pursuant to the Clean Air ct as amended (33 U.S.C. 1251- 1387). Violations Office of the Environmental Protection Agency
Pursuant to Federal Rule (G) above, who the term of an award for all contracts be agrees to comply with all applicable requ	y Participating Agency member r	Participating Agency, the offeror certifies that during esulting from this procurement process, the offeror Rule (G) above.
Does offeror agree? YES	KKV	Initials of Authorized Representative of offeror
made to parties listed on the governm with the Executive Office of the Pres implement Executive Orders 12549 ( "Debarment and Suspension." SAM	ent wide exclusions in the Systosident Office of Management an 3 CFR part 1986 Comp., p. 18 Exclusions contains the name	A contract award (see 2 CFR 180.220) must not be em for Award Management (SAM), in accordance id Budget (OMB) guidelines at 2 CFR 180 that 39) and 12689 (3 CFR part 1989 Comp., p. 235), s of parties debarred, suspended, or otherwise utory or regulatory authority other than Executive
the term of an award for all contracts by neither it nor its principals is presently del from participation by any federal departm	Participating Agency resulting fror barred, suspended, proposed for d nent or agency. If at any time dur d for debarment, declared ineligib	Participating Agency, the offeror certifies that during m this procurement process, the offeror certifies that ebarment, declared ineligible, or voluntarily excluded ing the term of an award the offeror or its principals ble, or voluntarily excluded from participation by any /.
Does offeror agree? YES	KRV	Initials of Authorized Representative of offeror
must file the required certification. E appropriated funds to pay any person of any agency, a member of Congress connection with obtaining any Federa	Each tier certifies to the tier all or organization for influencing of s, officer or employee of Congre all contract, grant or any other a Federal funds that takes place i	at apply or bid for an award exceeding \$100,000 bove that it will not and has not used Federal or attempting to influence an officer or employee ess, or an employee of a member of Congress in ward covered by 31 U.S.C. 1352. Each tier must in connection with obtaining any Federal award.
the term and after the awarded term of	f an award for all contracts by Pacompliance with all applicable pro	Participating Agency, the offeror certifies that during articipating Agency resulting from this procurement ovisions of the Byrd Anti-Lobbying Amendment (31
(1) No Federal appropriated funds have or attempting to influence an officer or e or an employee of a Member of Congres the making of a Federal loan, the entering or modification of a Federal contract, gra (2) If any funds other than Federal a	been paid or will be paid for on be employee of any agency, a Memb- is in connection with the awarding g into a cooperative agreement, ar int, loan, or cooperative agreement ppropriated funds have been pai	id or will be paid to any person for influencing or
or an employee of a Member of Congress	s in connection with this Federal gi	er of Congress, an officer or employee of congress, rant or cooperative agreement, the undersigned shall
complete and submit Standard Form-LLL (3) The undersigned shall require that	, "Disclosure Form to Report Lobby the language of this certification is	ying", in accordance with its instructions. be included in the award documents for all covered and that all subrecipients shall certify and disclose
Does offeror agree? YES	KRN	Initials of Authorized Representative of offeror
RECORD RETENTION	REQUIREMENTS FOR CONTRAC	CTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES	offeror will retain all records as r submit final expenditure reports o	equired by 2 CFR § 200.3 r quarterly or annual financia	333 for a period of three years after grantees or subgrantees al 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)  Does offeror agree? YES	Does offeror agree? YES	<u> </u>	Initials of Authorized Representative of offeror
it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)  Does offeror agree? YES			HE ENERGY POLICY AND CONSERVATION ACT
CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS  To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.  Does offeror agree? YES	it will comply with the mandatory conservation plan issued in compli	standards and policies rela ance with the Energy Policy	ting to energy efficiency which are contained in the state energy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.  Does offeror agree? YES	Does oπeror agree? YES	Y Y V	Initials of Authorized Nepresentative of official
Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.  Does offeror agree? YES	CERTI	FICATION OF COMPLIANC	CE WITH BUY AMERICA PROVISIONS
CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336  Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.  Does offeror agree? YES	Administration funds, offeror certification agrees to provide such certification request. Purchases made in accorfor free and open competition.	es that its products comply we now applicable waiver with reduce with the Buy America	vith all applicable provisions of the Buy America Act and espect to specific products to any Participating Agency upon Act must still follow the applicable procurement rules calling
Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.  Does offeror agree? YES		****	
documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract to the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.  Does offeror agree? YES	CE	RTIFICATION OF ACCESS	TO RECORDS – 2 C.F.R. § 200.336
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.  Does offeror agree? YES	the purpose of making audits, exa to offeror's personnel for the purpo Does offeror agree? YES	nminations, excerpts, and traces of interview and discussion of the second discussion of the sec	anscriptions. The right also includes timely and reasonable access on relating to such documentsInitials of Authorized Representative of offeror
Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.  Offeror's Name:Jasper Seating Company, Inc. dba JSI/Jasper Desk  Address, City, State, and Zip Code:225 Clay StJasper, IN 47546  Phone Number:800-457-4511 Fax Number:812-771-4615  Printed Name and Title of Authorized Representative:Kathy Vonderheide Contract Sales Manager  Email Address:kvonderheide@jaspergroup.us.com			
Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.  Offeror's Name:	Offeror agrees that all contracts it a	wards pursuant to the Conti	ract shall be bound by the foregoing terms and conditions.
further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.  Offeror's Name:	Does offeror agree? YES	<u>AKV</u>	
Address, City, State, and Zip Code:225 Clay StJasper, IN 47546  Phone Number:800-457-4511 Fax Number:	further acknowledged that offer	I federal, state, and local la or certifies compliance wit	aws, rules, regulations and ordinances, as applicable. It is hall provisions, laws, acts, regulations, etc. as
Phone Number: 800-457-4511 Fax Number: 812-771-4615  Printed Name and Title of Authorized Representative: Kathy Vonderheide Contract Sales Manager  Email Address: kvonderheide@jaspergroup.us.com	Offeror's Name:Jasper Seating Con	ıpany, Inc. dba JSI/Jasper [	Desk
Printed Name and Title of Authorized Representative: Kathy Vonderheide Contract Sales Manager  Email Address: kvonderheide@jaspergroup.us.com	Address, City, State, and Zip Code:	225 Clay St Jasper, IN 475	46
Representative: Kathy Vonderheide Contract Sales Manager  Email Address: kvonderheide@jaspergroup.us.com	Phone Number: 800-457-4511 812-771-4615		Fax Number:
H ++ 0 1/12 And 1 12-3-19	Printed Name and Title of Authorized Representative: Kathy Vonderheide	: Contract Sales Manag	er
/ //		N + 0 1	Mderkull Date: 12-3-19

# EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

### NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

### DOC #1

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

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

Company Name: Jasper S	Seating Company, Inc. dba JSI/Jasper Desk	
Street: 225 Clay St		
City, State, Zip Code:Ja	sper, IN 47546	
Complete as appropriate:		
,	, certify that I am the , that there are no partner , that there are no partner ; ions of N.J.S. 52:25-24.2 do not apply.  OR:	ers and the business is not
partners who own a 10% or partners is itself a corporation	, a partner, a partner, do hereby certify that the following greater interest therein. I further certify the constant of partnership, there is also set forth the common of that corporation's stock or the cest in that partnership.  OR:	at if one (1) or more of the e names and addresses of
names and addresses of all any class. I further certify th partnership, that there is als 10% or more of the corpora interest in that partnership.	, an authorized reproduction, do hereby certify that the following stockholders in the corporation who own at if one (1) or more of such stockholders is set forth the names and addresses of the tion's stock or the individual partners owning the constant of the constant	ollowing is a list of the 10% or more of its stock of is itself a corporation or e stockholders holding ng a 10% or greater
Name	Address	Interest
N/A	N/A	N/A
the best of my knowledge a	ements and information contained herein, a nd belief.	are complete and correct to
November 27, 2019  Date	Kathy R	The National Control of the Indiana In

### DOC #2

### **NON-COLLUSION AFFIDAVIT**

Jasper
City
, State of
n my oath depose and say that:
irm of
Company Name
competitive bidding in connection with the above said proposal and in this affidavit are true and ies upon the truth of the statements contained in this affidavit in awarding the contract for the said
ency has been employed or retained to solicit of understanding for a commission, percentage employees or bona fide established commercial of
Matty R Vonderheide
Authorized Signature & Title
Kathy R. Vonderheide Contract Sales Manager
KAREN SUE SCHROERING
Notary Public, State Of Indiana Commission # 658362
My Commission Expires October 17, 2022.

SEAL

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

Compa	ny Nan	n <b>e:</b> Jasp	er Seating Company, In	c. dba JSI/Jasper Desk
Street:	225	Clay St		
City, St	ate, Zip	Code:	Jasper, IN 47546	
_		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
		<u>ertificatio</u>		
propo	osal wil	l be accep	ted even if company is	V Jersey Affirmative Action regulations. Company's not in compliance at this time. No contract and/or all Affirmative Action requirements are met.
Requ	iired A	<u>ffirmative</u>	Action Evidence:	
			onal & Service Contracts t with proposal:	s (Exhibit A)
	1.	A photo	copy of their Federal Let	ter of Affirmative Action Plan Approval
		OR		
	2.	A photo	copy of their Certificate o	of Employee Information Report
		OR		
	3.	A comple	ete Affirmative Action Em	nployee Information Report (AA302)
Publi	ic Wor	k – Over \$	50,000 Total Project Co	ost:
A. No a	pprove	d Federal	or New Jersey Affirmativ	ve Action Plan. We will complete Report Form
F	AA201-	A upon red	eipt from the	
В. Аррг	oved F	ederal or l	New Jersey Plan – certifi	icate enclosed
			statements and informa Ige and belief.	tion contained herein, are complete and correct to
				Kathy/Vonderheide, Contracts Manager
1	2/2/20 <b>Date</b>	19		Putty RVM Clarkfell Authorized Signature and Title

39847

Certification

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the States Treasurer has approved said report. This approval will remain in 16 IS-MAY-2020 effect for the period of

JSI-DIVISION OF JASPER SEAT 225 CLAY STREET, PO BOX 231

JASPER

FORD M. SCUDDER State Treasurer From: support@njportal.com <support@njportal.com>

Sent: Tuesday, November 26, 2019 10:20 AM

To: Kathy Vonderheide < KVonderheide@jaspergroup.us.com >

Subject: [SPAM] PWCR Confirmation

Importance: Low

### Confirmation

Congratulations! You have successfully submitted a Public Works Contractor Registration application.

### PLEASE PRINT A COPY OF THIS PAGE FOR YOUR RECORDS

A copy of this information will be emailed to your Business email address.

Please add <u>pwcr@dol.nj.gov</u> to your email contact list to prevent important notices or your registration certificate from being filtered into your spam/junk folder.

Your submission will be reviewed by the New Jersey Department of Labor and Workforce Development. Please allow 30 calendar days for processing the contractor registration certificate application.

You can check your application status at any time at: <a href="https://www.njportal.com/LWD/PWCR/StatusCheck/CheckStatus?ConfirmationNumber=9330016954">https://www.njportal.com/LWD/PWCR/StatusCheck/CheckStatus?ConfirmationNumber=9330016954</a>

**Business Name:** 

Jasper Group

Registration Length:

One Year Registration

Application Date:

11/26/2019 10:17:52 AM

Reference ID:

9330016954

### **Application Summary**

FEIN:

\*\*\*\*\*0370

**Business Name:** 

Jasper Group

Legal Name:

Jasper Seating Company, Inc.

**Business Street Address:** 

225 Clay Street Jasper, IN 47546

Mailing Address:

225 Clay Street Jasper, IN 47546

**Business Phone:** 

8004574511

**Business Fax:** 

```
8127714615
Business Email:
       kvonderheide@jaspergroup.us.com
WebSite:
       www.jaspergroup.us.com
Business Type:
       Out-of-State Corporation
Date of Incorporation/Formation:
       02/14/1929
State of Incorporation:
       IN
NJ Business/Corporation Number:
       0929332
Number of Employees:
       1232
Registered Agent Name:
       The Corporation Trust Company (CT Corporation)
Registered Agent Address:
       820 Bear Tavern Road West Trenton, NJ 08628
Registered Agent Phone:
       6095381818
Pay Period Ends:
       Sun
Scheduled Payday:
       Fri
Method of Payment:
       Direct Deposit
Form of Record Keeping:
       Kronos
Payroll Records at different address:
       No
Permit to Maintain Payroll Records
Certified By:
       Kathy Vonderheide
Title:
       Contract Sales Manager
Owner/Officer Name:
       Michael Elliott
Owner/Officer Title:
       Chief Executive Officer
Social Security Number:
        ****8398
```

```
% of Financial Ownership:
Owner/Officer Home Address:
       3795 W 200S Jasper, IN 47546
Owner/Officer Phone:
       8124823204
Owner/Officer Interest in another Business:
Owner/Officer Prohibited/Debarred:
NJ Labor Law Violation:
       No
Federal Labor Law Violation:
       No
Owner/Officer Other Law Violation:
Owner/Officer Alleged Unlawful Acts:
       No
Owner/Officer Name:
       Ronald Beck
Owner/Officer Title:
       Vice-President
Social Security Number:
       *****6493
% of Financial Ownership:
       5
Owner/Officer Home Address:
       3109 Virginia Ave Jasper, IN 47546
Owner/Officer Phone:
       8124823204
Owner/Officer Interest in another Business:
Owner/Officer Prohibited/Debarred:
NI Labor Law Violation:
Federal Labor Law Violation:
Owner/Officer Other Law Violation:
       No
Owner/Officer Alleged Unlawful Acts:
       No
Workers' Compensation:
Workers' Compensation Carrier Name:
```

German American Insurance

Policy Number:

90-19892-01

Effective Date:

12/31/2018

End Date:

12/31/2019

NAICS Codes:

337211 - Wood Office Furniture Manufacturing

**Business Violations** 

Alleged Unlawful Acts:

No

Prohibited/Debarred:

No

NJ Labor Law Violation:

No

Federal Labor Law Violation:

No

Other Law Violation:

No

**Applicant Statement** 

Certified By:

Kathy Vonderheide Contract Sales Manager 11/26/2019

Please take our quick 1-2 minute <u>survey</u> to tell us what you think of the PWCR Online application.

### Addendum - Certification Statements

### Permit to Maintain Payroll Records Outside of New Jersey

If business maintains payroll records outside of New Jersey, applicant certified that all payroll records will be made available in the State of New Jersey upon request to authorized representatives of the Department of Labor and Workforce Development within 10 days of request. Furthermore, applicant certified that to the best of his/her knowledge and belief, all statements regarding payroll records are true and correct.

### No Workers' Compensation Coverage

If business has no workers' compensation coverage, applicant certified that applicant is a sole proprietor, partnership or LLC with no workers' compensation coverage and has no employees.

### **Applicant Statement**

Applicant certified that as a representative of the contractor named above and on behalf of the contractor named above, for whom this Application is submitted, that it is understood that any Public Works Contractor Registration and receipt of any public works funds and contracts are fully conditioned on the compliance of the contractor and all of its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors with all applicable state and federal laws, including all federal and state affirmative action requirements, all federal and state prevailing wage requirements, as well and any other labor laws, statutes, rules and/or regulations, including the New Jersey Wage Payment Law, N.J.S.A. 34:11-56 et seq., the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and all related laws, statutes, rules and regulations. It is further understood that the above contractor's Public Works Contractor Registration may be denied, suspended or revoked, and any subsequent public works funds and/or contracts will be received in violation of this certification and the law, and the contractor named above and its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors may also be subject to suspension pending debarment, debarment, repayment of funds to public agencies, payment of back wages to employees, and payment of other damages and/or civil penalties under the New Jersey Wage Payment Law, N.J.S.A. 34:11-56 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., as well as other related laws, statutes, rules and regulations, including the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq.

In accordance with the New Jersey Child Support Improvement Act, N.J.S.A. 2A:17-56.44d, I am hereby certifying that I do not have a child support obligation or I have such an obligation but the arrearage amount does not equal or exceed the amount of the child support payable for six months and any court-ordered health coverage has been provided for the past six months. Furthermore, I certify that I have not failed to respond to a subpoena relating to a paternity or child support proceeding or I am not the subject of a child support related warrant. I understand that making a false statement may subject my contractor registration certificate to immediate revocation or suspension.

### Additional Applicant Statement - Effective May 1, 2019

Applicant certified that pursuant to P.L. 2019, c. 21, applicant has completed the required <u>Supplement</u> to the Application for Public Works Contractor Registration, which pertains specifically to participation in a registered apprenticeship program and possession of all licenses, registrations or certificates required by State law. (Follow the instructions on the <u>Supplement</u> and submit separately by email, fax, or mail. Note that the online application will be updated at a later date to include the Supplement.)

### DOC #3, continued

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

# PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public a Action Office for conduct Code (NJAC 17:27).	agencies shall fu ting a compliand	rnish such info e investigation	rmation as may pursuant to <u>Su</u>	/ be requested bchapter 10 of	by the Affirmative the Administrative
-		Cionatura of Dro	auroment Agen		
	•	Signature of Pro	ocurement Agen	ıı	

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### **Public Agency Instructions**

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

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

### DOC #4, continued

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### **Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

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

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

VOITAGE FLATION	nation ting Company, Inc.		
Address: 225 Clay St City: Jasper	State: IN	Zip: 47546	
The undersigned being authoriz represents compliance with the Instructions accompanying this	ed to certify, hereby cer provisions of N.J.S.A. 1	tifies that the submission	n provided herein resented by the
Kathuk Vinderheill	Kathy Vonderheide	Contracts Mana	naer
Signature	Printed Name	Title	
Part II – Contribution D			
Disclosure requirement: Pur reportable political contribut submission to the committee unit.	ions (more than \$300 pe	r election cycle) over th	e 12 months prior to
Check here if disclosure is	•		
Contributor Name N/A	Recipient Name	Date N/A	Dollar Amount  \$ N/A
			<u> </u>

Requirements for National Cooperative Contract Page 51 of 55

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

### DOC #4, continued

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

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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



### **BUSINESS ENTITY ANNUAL STATEMENT**

### NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION

(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

# THIS FORM MUST BE ELECTRONICALLY FILED AT: www.elec.nj.gov

FOR STATE USE ONLY

**FORM BE** 

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

through agreements or contracts with a public entity or	public entities.			
Part 1: General Information				
Date of Statement December 3, 2019 A	ctivity for Calendar Year 2019	Check if Amendment		
Part 2: Business Entity Information				
Business Name Jasper Seating Company, Inc. dba	a Jasper Group			
Business Type Other Business Organization	**************************************			
Address 1 225 Clay Street				
Address 2				
City Jasper	State Indiana	Zip 47546		
*(Area Code) Telephone Number 800-457-4511				
punishment.  First Name Kathy				
Title/Position Contract Sales Manager	Date	December 3, 2019		
*(Area Code) Telephone Number 800-457-4511				
Check this box to certify the above acknowledgeme	nt.			
A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.  Check this box if the business entity has not made any reportable contributions during the calendar year.				

### DOC #5

### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:			
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.  OR			
I certify that no one the undersigned.	stockholder owns 10% or i	more of the	issued and outstanding stock of
Check the box that rep	resents the type of busi	ness orga	nization:
Partnership	x Corporation	Sole Prop	rietorship
Limited Partnership	Limited Liability Corp	ooration	Limited Liability Partnership
Subchapter S Corpo	ration		
Sign and notarize the fo	orm below, and, if necess	ary, compl	ete the stockholder list below.
Stockholders:			
Name: N/A		Name:	
Home Address:		Home Add	dress:
Name:		Name:	
Home Address:		Home Add	dress:
Name:		Name:	backback.
Home Address:		Home Add	dress:
Subscribed and sworn before	4	Hali	lyk VMCleculcul  (Affiant) hy R. Vonderheide
(Notary Public) Karen	due Schroeur	g Con	tract Sales Manager  (Print name & title of affiant)
My Commission expires:	KAREN SUE SCHRÖE	RING Iona	(Corporate Seal)
	Commission # 658362 My Commission Expire October 17, 2022	}	\ <u></u>

### DOC #6

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

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

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

### STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bidder/Offeror: Jasper Seating Company, Inc. Quote Number: 19-18 Furniture OMNIA

		PART 1: CERTIFICATION
		MPLETE PART 1 BY CHECKING EITHER BOX.
	FAILURE TO CHECK UNE OF THE	BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.
	contract must complete the certification below to attes subsidiaries, or affiliates, is identified on the Departmer in Iran. The Chapter 25 list is found on the Division's must review this list prior to completing the below ce non-responsive. If the Director finds a person or entit	ntity that submits a bid or proposal or otherwise proposes to enter into or renew a st, under penalty of perjury, that neither the person or entity, nor any of its parents, not of Treasury's Chapter 25 list as a person or entity engaging in investment activities is website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a> . Bidders entification. Failure to complete the certification will render a bidder's proposal by to be in violation of law, s/he shall take action as may be appropriate and provided inposing sanctions, seeking compliance, recovering damages, declaring the party in party
1000	LEASE CHECK THE APPROPRIATE BOX:	
		25, that neither the bidder listed above nor any of the bidder's parents,
	subsidiaries, or affiliates is <u>listed</u> on the N.J. activities in Iran pursuant to P.L. 2012, c. 25 ("C or representative of the entity listed above and a complete the Certification below.	Department of the Treasury''s list of entities determined to be engaged in prohibited chapter 25 List"). I further certify that I am the person listed above, or I am an officer am authorized to make this certification on its behalf. I will skip Part 2 and sign and
	<u>OR</u>	
	the Department's Chapter 25 list. I will provi and sign and complete the Certification be	bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on de a detailed, accurate and precise description of the activities in Part 2 below Failure to provide such will result in the proposal being rendered as non-or sanctions will be assessed as provided by law.
-		INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
	You must provide a detailed, accurate and precise subsidiaries or affiliates, engaging in the investment of the subsidiaries or affiliates.	se description of the activities of the bidding person/entity, or one of its parents, vestment activities in Iran outlined above by completing the boxes below.  NFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE
-		OU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL CTIVITIES ENTRY" BUTTON.
		C. Letters Fried and Didden/Offices
	Name	Relationship to Bidder/Offeror
	Description of Activities	
	Duration of Engagement	Anticipated Cessation Date
	Bidder/Offeror Contact Name	Contact Phone Number
	A CO. AND CONTROL ACTUATION AND ACTUATION	
	ADD AN ADDITIONAL ACTIVITIES ENTRY	
my ack obl ans this	y knowledge are true and complete. I attest that I am aut cknowledge that the State of New Jersey is relying on the digation from the date of this certification through the con aswers of information contained herein. I acknowledge that is certification, and if I do so, I recognize that I am subjec	resent and state that the foregoing information and any attachments thereto to the best of horized to execute this certification on behalf of the above-referenced person or entity. In the information contained herein and thereby acknowledge that I am under a continuing inpletion of any contracts with the State to notify the State in writing of any changes to the till am aware that it is a criminal offense to make a false statement or misrepresentation in to criminal prosecution under the law and that it will also constitute a material breach of the State at its option may declare any contract(s) resulting from this certification void and
	y agreement(s) with the State of New Jersey and that the nenforceable.	
Fu	ull Name (Print): Kathy Vonderheide	Signature: Attig KVM Wellell
1		
Tit	itle: Contract Sales Manager	Date: 12/2/2019 🗸
Tit	itle: Contract Sales Manager	Date: 12/2/2019 🗸

### DOC #7

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

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

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

### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON N J 08646-0252

TAXPAYER NAME:

JASPER SEATING COMPANY, INC.

TAXPAYER IDENTIFICATION#:

350-420-370/000

ADDRESS:

932 MILL STREET JASPER IN 47546

EFFECTIVE DATE:

07/06/99

FORM-BRC(08-01)

TRADE NAME:

JSI COMMUNITY

SEQUENCE NUMBER:

0929332

ISSUANCE DATE:

07/22/04

Actify Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# EXHIBIT H ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at <a href="http://www.usa.gov/Agencies/State">http://www.usa.gov/Agencies/State</a> and Territories.shtml and <a href="https://www.usa.gov/local-governments">https://www.usa.gov/local-governments</a>.

Certain Public Agencies and Political Subdivisions:

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CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
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CITY OF SULPHUR, LA CITY OF TIGARD, OR CITY OF TROUTDALE, OR CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR LEAGUE OF OREGON CITES THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT AMERICAN FORK CITY, UT ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT BIG WATER, UT BLANDING, UT BLUFFDALE, UT BOULDER, UT CITY OF BOUNTIFUL, UT BRIAN HEAD, UT BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT CANNONVILLE, UT CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT CITY OF CEDAR HILLS, UT CENTERFIELD, UT CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON, UT CLAWSON, UT CLEARFIELD, UT CLEVELAND, UT CLINTON CITY CORPORATION, UT COALVILLE, UT CORINNE, UT CORNISH, UT COTTONWOOD HEIGHTS, UT DANIEL, UT DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT ELMO, UT ELSINORE, UT ELWOOD, UT

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

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

RIVERDALE, UT

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

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

ASCENSION PARISH, LA

WOODS CROSS, UT

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

WASHINGTON COUNTY, OR

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

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

ADAIR R.F.P.D., OR

ADEL WATER IMPROVEMENT DISTRICT, OR

ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR

AGNESS-ILLAHE R.F.P.D., OR

AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR

ALFALFA FIRE DISTRICT, OR

ALSEA R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR

AMITY FIRE DISTRICT, OR

ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR

APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR

APPLEGATE VALLEY R.F.P.D. #9, OR

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR

ARCH CAPE SANITARY DISTRICT, OR

ARNOLD IRRIGATION DISTRICT, OR

ASH CREEK WATER CONTROL DISTRICT, OR

ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR

AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR

BADGER IMPROVEMENT DISTRICT, OR

BAILEY-SPENCER R.F.P.D., OR

BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR

BAKER RIVERTON ROAD DISTRICT, OR

BAKER VALLEY IRRIGATION DISTRICT, OR

BAKER VALLEY S.W.C.D., OR

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

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

COLUMBIA S.W.C.D., OR

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

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

GRANTS PASS IRRIGATION DISTRICT, OR

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

ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR

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JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
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LAFAYETTE AIRPORT COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT - DHH-OPH REGION 3 LAIDLAW WATER DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR LAKE COUNTY LIBRARY DISTRICT, OR LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR LAKE DISTRICT HOSPITAL, OR LAKE GROVE R.F.P.D. NO. 57, OR LAKE GROVE WATER DISTRICT, OR LAKE LABISH WATER CONTROL DISTRICT, OR LAKE POINT SPECIAL ROAD DISTRICT, OR LAKESIDE R.F.P.D. #4, OR LAKESIDE WATER DISTRICT, OR LAKEVIEW R.F.P.D., OR LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR LANE FIRE AUTHORITY, OR LANE LIBRARY DISTRICT, OR LANE TRANSIT DISTRICT, OR LANGELL VALLEY IRRIGATION DISTRICT, OR LANGLOIS PUBLIC LIBRARY, OR LANGLOIS R.F.P.D., OR LANGLOIS WATER DISTRICT, OR LAZY RIVER SPECIAL ROAD DISTRICT, OR LEBANON AQUATIC DISTRICT, OR LEBANON R.F.P.D., OR LEWIS & CLARK R.F.P.D., OR LINCOLN COUNTY LIBRARY DISTRICT, OR LINCOLN S.W.C.D., OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR LINN S.W.C.D., OR LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR LONG PRAIRIE WATER DISTRICT, OR LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR LOOKINGGLASS RURAL FIRE DISTRICT, OR LORANE R.F.P.D., OR LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS LOWELL R.F.P.D., OR LOWER MCKAY CREEK R.F.P.D., OR LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR LOWER POWDER RIVER IRRIGATION DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR LOWER UMPQUA HOSPITAL DISTRICT, OR LOWER UMPQUA PARK & RECREATION DISTRICT, OR LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR MALHEUR DISTRICT IMPROVEMENT COMPANY, OR

MALHEUR DRAINAGE DISTRICT, OR

MALHEUR MEMORIAL HEALTH DISTRICT, OR

MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR

Requirements for National Cooperative Contract Page 70 of 55

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

MT. HOOD IRRIGATION DISTRICT, OR

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

OREGON HOUSING AND COMMUNITY SERVICES

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

PORT OF ST. HELENS, OR

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

SALEM AREA MASS TRANSIT DISTRICT, OR

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

SPECIAL ROAD DISTRICT #1, OR

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

TUALATIN VALLEY WATER DISTRICT

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

WESTLAND IRRIGATION DISTRICT, OR

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

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

YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR

YAMHILL SWCD, OR

ZUMWALT R.F.P.D., OR

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

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

SEASIDE SCHOOL DISTRICT 10

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

LEGACY PREPARATORY ACADEMY, UT

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

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

### **HIGHER EDUCATION**

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA

CHEMEKETA COMMUNITY COLLEGE

CLACKAMAS COMMUNITY COLLEGE

COLLEGE OF THE MARSHALL ISLANDS

COLUMBIA GORGE COMMUNITY COLLEGE

CONCORDIA UNIVERSITY

GEORGE FOX UNIVERSITY

KLAMATH COMMUNITY COLLEGE DISTRICT

LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE

LINN-BENTON COMMUNITY COLLEGE

LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY

LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY

MT. HOOD COMMUNITY COLLEGE

MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY

**OREGON STATE UNIVERSITY** 

OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY

PIONEER PACIFIC COLLEGE

PORTLAND COMMUNITY COLLEGE

PORTLAND STATE UNIVERSITY

REED COLLEGE

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY

TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE

UNIVERSITY OF HAWAII BOARD OF REGENTS

UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL

UNIVERSITY OF PORTLAND UNIVERSITY OF NEW ORLEANS

WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY

XAVIER UNIVERSITY

UTAH SYSTEM OF HIGHER EDUCATION, UT

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

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

STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA DEPT. OF EDUCATION

STATE OF LOUISIANA, 26 JUDICIAL DISTRICT ATTORNEY

STATE OF LOUISIANA

STATE OF UTAH

### 回 JSI | G COMMUNITY

#### Jasper Group SalesTeam List

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Page 1 of 16

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AREA: Vanderburgh, Warrick, Spencer, & Perry Counties ) Website:

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 Key Accounts in Ohio
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 www.blgreps.com

AREA: Key Accounts in Ohio Website: www.blgreps.com

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Cell: 802.779.5393 Mt. Prospect, IL 60056 Address:

e-mail: kelcey@scrgroup.us Website: www.scrgroup.us AREA: A&D IL, Milwaukee, Madison

Siok Contract Representatives, Inc. / DBA The SCR

Group

Phone: 847.923.1302 Associate: Mike Cantal

847.923.1320 431 Lakeview Court, Suite B Fax: Primary:

04\_19 JASPER GROUP Page 14 of 16

 Address:
 Mt. Prospect, IL 60056
 Cell:
 847.648.0605

 e-mail:
 mike@scrgroup.us

AREA: Illinois & NW Indiana Website: www.scrgroup.us

#378 Stanczak & Associates

Principal:Karen StanczakPhone:610.828.8088Primary:111 Fayette St.Fax:610.828.6168Address:Conshohocken, PA 19428Cell:610.716.6937

 AREA:
 Eastern Pennsylvania, Southern New Jersey & Delaware
 Website:
 www.phillyrep.com

 Associate:
 Kelly Kimberly
 Phone:
 610.828.8088

 Primary:
 111 Fayette St.
 Fax:
 610.828.6168

 Address:
 Conshohocken, PA 19428
 Cell:
 215.806.8978

AREA: Eastern Pennsylvania, Southern New Jersey & Delaware

e-mail: kelly@phillyrep.com
Website: www.phillyrep.com

 Associate:
 Scott Greene
 Phone:
 610.828.8088

 Primary:
 111 Fayette St.
 Fax:
 610.828.6168

 Address:
 Conshohocken, PA 19428
 Cell:
 610.716.3899

AREA: Central & Northern Pennsylvania e-mail: scott@phillyrep.com www.phillyrep.com

Associate: Michelle Burns Phone: 610.828.8088

Primary: 111 Fayette St. Fax: 610.828.6168

Address: Conshohocken, PA 19428 Cell:

AREA: Sales Support Website: www.phillyrep.com

e-mail:

michelle@phillyrep.com

 Associate:
 Mike Stanczak
 Phone:
 610.828.8088

 Primary:
 111 Fayette St.
 Fax:
 610.828.6168

 Address:
 Conshohocken, PA 19428
 Cell:
 610.389.7579

AREA: Eastern Pennsylvania, Southern New Jersey & Delaware

e-mail: mike@phillyrep.com
www.phillyrep.com

#028 Toponce & Associates

 Principal:
 Jerry Toponce
 Phone:
 801.298.7029

 Primary:
 1391 N. Main St.
 Fax:
 801.298.7029

Address: Centerville, UT 84014 Cell:

AREA: Utah

e-mail: jerry@toponce.org

Website: www.toponce.net

\*\*\*Do not send mailings to Jerry\*\*\* (Kathy Only)

**Toponce & Associates** 

 Associate:
 Kathy Toponce
 Phone:
 801.440.9762

 Primary:
 7483 S. Stone Rd.
 Fax:
 801.298.7029

Address: Salt Lake City, UT 84121 Cell:

 AREA:
 Utah

 e-mail:
 kathy@toponce.org

 www.toponce.net

Toponce & Associates

 Associate:
 Scott Toponce
 Phone:
 801.440.9761

 Primary:
 7483 S. Stone Rd.
 Fax:
 801.298.7029

Address: Salt Lake City, UT 84121 Cell:

e-mail: scott@toponce.org

AREA: Utah

Website: www.toponce.net

AREA: Utah Website: www.toponce.net

#113 Wayne Morris
Principal: Wayne Morris Phone: 501.660.4264

 Primary:
 6012 Kenwood Rd.
 Fax:
 501.614.9144

 Address:
 Cammack Village, AR 72207
 Cell:
 501.920.2751

e-mail: <u>wmorris76@msn.com</u>

AREA: Arkansas & Oklahoma Website:

 JASPER GROUP
 Page 16 of 16
 04\_19



CORPORATE OFFICE

225 Clay Street

P.O. Box 231

Jasper, Indiana 47547-0231

800.622.5661 TOLL FREE

812.482.3204 OFFICE

812.482.1548 FAX

**TAB 4** 

# Qualifications and Experience References







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

#### c) Qualification and Experience

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

#### d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
- 3. <u>Competitive Range</u>: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
- 4. <u>Past Performance</u>: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
- 5. <u>Additional Investigations</u>: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.



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#### Tab 4

#### c) Qualifications and Experience

- i. In the early 1800's, German immigrants, skilled in the art of woodworking, settled in Jasper, Indiana. They cleared land, built farms, and created a new life for their families. Fortunately, they also passed down their artistry. In 1879, with the advent of the industrial revolution and the railroad, these settlers recognized the potential in the white oak, walnut and other hardwoods that surrounded them, and set to work producing wood school and office chairs. By the end of the 1920s, Jasper, Indiana was known as the Nation's Wood Furniture Capital. In 1929, a group of prominent local businessman came together and formed Jasper Seating Company. Thanks to an ability to respond to market needs and a commitment to its founding principles, Jasper Seating Company prospered through the Great Depression, two World Wars, and countless industry and consumer challenges.
  - Maintaining headquarters in Jasper, IN today Jasper Group is located on 225 Clay Street.
- Jasper Group has an excellent reputation in the market. We continually go above and beyond to ii. exceed customer expectations by prioritizing increased lead times and implementing extensive quality control procedures. Our fully staffed customer service team provide quick turnaround times on all correspondence resolving issues in a timely manner. With efforts focused on small businesses we have an initiative to utilize our small, disadvantaged dealers frequently. We have joined forces by partnering with BIFMA, GREENGUARD, Premium Indiana Forest Products, U.S. Green Building Council, and Architecture 2030 building strong alliances to achieve goals in providing sustainable product and green design with a commitment to zero waste, through the reduction, reuse, recycling, and recovery of the resources we use every day. We also engage in our community by volunteering our time and resources toward not for profit organizations. In 2017, we contributed to over 100 separate charitable organizations and events in our community. We have given over \$33,000 in cash and product as well as provided resources for charities. The following are a list of just a few organizations we continue to aid: American Cancer Society, American Legion, Anderson Woods, Big Brother/Big Sisters, Boy Scouts of America, Girl Scouts of America, Local 4-H Club, Habitat for Humanity, St. Jude's Children's Research Hospital, March of Dimes, and National Child Safety Council. Our policies and goals are ingrained with customer satisfaction, commitments to a greener environment, and charitable contributions. Customer Service is the cornerstone of Jasper Group and will continue to give our company an impeccable reputation in the market.







- iii. Our product is enhanced with details and features that offer contemporary design and modern function. Offering full lines of contemporary, transitional, and traditional product we are able to meet all customer demands. All Jasper Group product is built to meet/exceed ANSI/BIFMA standards. Our product is tested internally and third party. We also have put extensive quality control procedures in place with strict standards on product inspection before each unit ships. These efforts combined with a diverse portfolio and an inclusive warranty policy have leveraged our product's reputation in the market. Strong relationships with our dealers/distributors allow us to work together in providing exceptional services to customers. Our dealers are reliable, skilled, furniture experts that are well educated on our product. They provide face to face interactions with customers and a level of professionalism that has become an invaluable resource to Jasper Group giving our products and services a respectful reputation in the market.
- iv. All Jasper Group employees are vital to our company. Most of them bring years of experience and qualifications to the table but more than that they go above and beyond the call of duty to engage customers, provide a valuable customer experience, and continually gain momentum in the market. Below outline just a few individuals that are key to conducting daily business.

Mike Elliott is Jasper Group's President, CEO. Mr. Elliott has been with Jasper Group for 35 years. A third-generation descendant of founding board director Alva Elliott, his deep roots have certainly contributed to Jasper Group's unprecedented growth. But don't let the CEO title fool you. Mike can be found working in any of our plants or offices. In fact, he is rarely in his own office. With his dedication to the company and passion for furniture, he personally oversees many projects from the beginning phases of quote/specification requests to engineering/plant production, to packaging and loading up the truck. Mike has even been known to personally delivery product on occasion.

Rose Glendening is our Corporate Administrative Assistant at Jasper Group. Rose keeps the wheels turning at our corporate office making sure all phone calls are being answered and directed properly, managing schedules for our executives and PTO/vacation times for all office staff, directing packages through multiple carriers, sorting our mail, guiding guests that visit our corporate location, and scheduling maintenance where needed. Rose is at our corporate office bright and early rain, shine, sleet, or snow. She ensures a safe arrival for staff during inclement weather by ordering salt and snow plow services and alerting employees to any hazardous conditions they may experience on their commute. Rose has been as Jasper Group for going on 19 years. If ever visiting our corporate office, Rose will meet you with a warm, welcoming smile.

We currently have 15 full time Customer Service Representatives. One member that stands out in our Customer Service department is Nanette Mehringer. Nanette has been with Jasper Group for 42 years. Our marketing team published an interview with Nanette last year and I think this sums up her career at Jasper Group best.... Marketing, "Nanette, why do you Love What You Do?". Nanette, "It is very gratifying to make my customers happy and satisfied so they will continue to patronize JSI & Community. I have spent most of my life serving the people." Our employees are the backbone of our business. Nanette has demonstrated over the years what is possible when people pair their dedication for achieving unparalleled quality with an unquenchable desire to push beyond the boundaries of what is acceptable to what is exceptional. Nanette has tracked projects from beginning phases through production ensuring on time delivery. She has followed up with customers after projects are installed to ensure everything went smoothly and to just ask if there is anything more Jasper Group can do for them.

With 4 Contract Administrators our Contracts team is headed by Kathy Vonderheide, Contract Sales Manager. Kathy has been with Jasper Group for 19 years and our contracts team has 89 years of combined experience. Each member has been cross trained and qualified to audit contract orders ensuring compliance, specify projects based on contract pricing, answer any contract questions dealers or customers may have, train and educate order entry, customer service, and sales teams on key contract terms, submit proposals for bid requests, and generate reports for contract requirements paying applicable administration fees. Understanding the importance of contracts, Jasper Group is constantly driving improvement toward compliance.

- v. Jasper Group has been a GSA contract holder since 1999. Additionally, we have held numerous state contracts. Jasper Group has grown and developed an entire department dedicated to contracts. GSA currently holds a total of 465 Schedule 71 (casegoods/furniture) Contracts. For Federal Fiscal Year 2019, Jasper Group is at #19 in sales. Our goal is to continue this growth not just with federal contracts but our OMNIA coop contract as well.
- vi. Jasper Group does not have any past litigation, bankruptcy, reorganization, state investigations of entity or current officers/directors.

#### vii. a) References

Virginia State University 300 Turner Street NW Blacksburg, VA 24061 Chuck Perkins 540-231-7859 \$8,584.31 Various Seating and Casegoods

Indianapolis Airport Authority
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241
Jim Cates
317-487-5130
Email jcates@ind.com
\$136,909.94
Various Seating

Warsaw Community School
1 Administration Dr
Warsaw, IN 46580
April Swihart
574-371-5098 ext 2445
\$27,682.06
Various Tables and Casegoods

Ball State University
Showalter Building Ball State University
Muncie, IN 47306
Daniel Stephenson
765-285-2811
\$6,129.94
Seating

Austin Peay State University 505 York Street Clarksville, TN 37044 Marilyn Griffy 931-221-7434 \$26,842.20 Various Seating

City of Waxahacie Police Dept 216 N College St Waxahachie, TX 75165 Wade Goolsby 469-309-4414 \$51,043.79 Various Casegoods & Seating Lafayette Family YMCA 1950 South 18<sup>th</sup> St Lafayette, IN 47905 Sharon Thompson 765-474-3448 \$12,016.96 Various Seating Aspen Group (contractor for West Lafayette Apostolic Church)
90 Executive Dr. Ste. C
Carmel, IN 46032
Terry Brown
317-582-5100
\$13,132.74

Various Seating

Algonquin Area Public Library District 2600 Harnish Dr Algonquin, IL 60102 Sara Murray 847-458-6060 \$16,970.01 Various Casegoods

Kentucky Association of Electrical Cooperatives 2464 Fortune Dr, Suite 150 Lexington, KY 40509 Joe Arnold 859-269-2646 \$7,324.95 Various Casegoods



CORPORATE OFFICE

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P.O. Box 231

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812.482.1548 FAX

Jasper, Indiana 47547-0231

**TAB 5** 

Value Add







- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- xi. Describe Offeror's contract implementation/customer transition plan.
- xii. Describe the financial condition of Offeror.
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- xiv. Describe the Offeror's safety record.
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#### c) Qualification and Experience

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

#### d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
- 3. <u>Competitive Range</u>: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
- 4. <u>Past Performance</u>: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
- 5. <u>Additional Investigations</u>: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.



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#### Tab 5

#### d) Value Add

Jasper Group provides specification tools to customers. To insure complete details on your purchase order, electronic catalogs and specification, tools have been developed to aid in the process. These electronic tools include, 20-20 GIZA Studio, 20-20 CAP Studio, Project Matrix and Revit.

A fully staffed contracts specifications department which can assist you with specifying your project and providing detailed 2D, 3D drawings as well as color renderings and CAD placement of furniture in floorplan if needed.

Our Jasper Group web site provides many tools to assist in the design and order selection process. Included in the site are downloadable images, brochures, contact information, price lists, sales representative locations, literature order forms, warranty and environmental information.

In addition to the tools and website, Jasper Group's aggressive sales team and their sales incentive strategies, such as the dealer yearly trip incentive (outlined in Tab 3 of our OMNIA response), increase OMNIA sales and at the same time provide an abundance of education to agencies on OMNIA contract.

Our inclusive incentives that we offer to customers at no additional cost such as our quick ship program, warranty, accommodating ship date change requests, and specification services. Our customer service department has a willingness to work direct with customers and resolve any issues that may arise.







JASPER GROUP



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**TAB 6** 

# **Additional Required Documents**









# 7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 www.esc4.net

# NOTICE TO OFFEROR ADDENDUM NO. 1

Solicitation Number 19-18

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

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

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

#### **CLARIFICATIONS:**

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

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

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

## <u>Appendix C</u> <u>ADDITIONAL REQUIRED DOCUMENTS</u>

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form
DOC #5	Special Conditions
DOC #6	Questionnaire
DOC #7	For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond.

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

#### **OPEN RECORDS POLICY**

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

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

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

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

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

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

November 27, 2019

Date

Authorized Signature

Authorized Signature

November 27, 2019

Kathy R Vonderheide Contract Sales Manager

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

# ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

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

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

Company	Jasper Seating Compa	Contact any Inc	amanda Keihley
	dba: JSI, Jasper Desk		Signature Amanda Keithley
			Printed Name Contract Administrator
Address	225 Clay St		Position with Company
	Jasper, IN 47546	Official Authorizing Proposal	Hatty R Vonderheide
			Signature Kathy Vonderheide
Phone	800-457-4511		Printed Name Contract Sales Manager
Fax	812-771-4615		Position with Company

#### Implementation of House Bill 1295

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

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

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

#### Filing Process:

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

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

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

#### **Electronic Filing Application:**

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

#### Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ Form1295.php

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

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

of 1

					1011
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING			
1	Name of business entity filing form, and the city, state and co of business.		ertificate Number: 019-564940	:	
	Jasper Seating Company, Inc.				
2	Jasper, IN United States  Name of governmental entity or state agency that is a party to		te Filed: L/25/2019		
	being filed. Region 4	Date Acknowledged:			
3	Provide the identification number used by the governmental of description of the services, goods, or other property to be pro	entity or state agency to ovided under the contrac	track or identify the t.	e contract, and pro	vide a
	19-18 Furniture, Installation and related services				
4		Gin. Cr.	Injace of housings		f interest
	Name of Interested Party	City, State, Country	(hiace of pusiness	Controlling	oplicable) Intermediary
	N/A	N/A		N/A	N/A
- <b>-</b> -	Check only if there is NO Interested Party. $\overline{X}$				
6	UNSWORN DECLARATION				
	My name isKathy R. Vonderheide	,	and my date of birth	h is1-11-1964	·
	My address is4825 W Pebble Drive,	Jasper (city)	IN (state)	47546 (zip code)	USA (country)
	(street)	(city)	(state)	, (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and co				19
	Executed in Dubois Co	ounty, State of <u>Indiana</u>	, on the	day of (month)	, 20 (year)
	KAREN SUE SCHROERING	Kathu. R Con	edeal oid o.	<i>(</i>	
	Notary Public, State Of Indiana Commission & SERES	Signature of authorit	zed agent of contrac (Declarant)	ting business entity	

#### **Texas Government Code 2270 Verification Form**

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

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

I.	Kathy Vonderheide	as	an	authorized
represe	entative of			
	Jasper Seating Company, Inc. dba JSI/Jasper Desk	,	а	contractor
engage	ed by			
	Insert Name of Company			

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

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

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

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

Signature of Named Authorized Company Representative

Kathy R. Vonderheide, Contract Sales Manager

November 27, 2019

Date

#### SPECIAL CONDITIONS

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

#### **Conflicts of Interest**

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

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

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

#### **Public Policy**

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

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

#### Affirmative Steps

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

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

#### **Bid Guarantee**

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

#### Prevailing Wage Requirements

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

#### Alternative Pricing for Federal Funding

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

#### **Federal Requirements**

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

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

### 1. Termination for Convenience:

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

#### 2. Equal Employment Opportunity:

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor including sanctions enforcing such provisions means of as noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Furniture, Installation, and Related Services

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

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

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

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

- a. <u>Applicability of Davis-Bacon Act</u>. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. <u>It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program</u>.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

- compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply. FEMA requires the following contract clause:

### "Compliance with the Copeland "Anti-Kickback" Act.

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

#### 5. Contract Work Hours and Safety Standards Act.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

- articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

#### "Compliance with the Contract Work Hours and Safety Standards Act.

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

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

- 6. Rights to Inventions Made Under a Contract or Agreement.
  - a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as

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

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
  - c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
  - 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.§§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
    - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

#### "Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

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

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

#### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA."

#### 8. Debarment and Suspension.

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

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at <a href="https://www.sam.gov">www.sam.gov</a>. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV,  $\P$  6.d and Appendix C,  $\P$  2.

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

#### "Suspension and Debarment

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

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

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

#### 9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

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

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Kathy Vonderheide Contract Sales Manager

Name and Title of Contractor's Authorized Official

Hatty R. Vonderbeece

November 27, 2019

Date"

#### 10. Procurement of Recovered Materials.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
- "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

#### 11. Additional FEMA Requirements.

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

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

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

#### c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See</u>DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

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

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

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

#### 12. DHS Seal, Logo, and Flags.

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

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

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

#### 14. No Obligation by Federal Government.

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

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

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

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

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

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

Offeror's Nam	ie: Jasp	er Seating Compan	y, Inc. dba: JSI/Jasp	er Desk		-	
Address, City	State, a	nd Zip Code: 225 C	Clay St Jasper, IN 47	546			
Phone Number 812-771	۷۱ ۰ <u></u>	457-4511		x Number:			
Printed Name Representat	1/-	of Authorized athy Vonderheide (	Contract Sales Mana	ger			
Email Address	s: kvond	erheide@jaspergro	•	1 0 3/	<del>}</del>		
Signature	of	Authorized	Representative:	Kuthy K. Vi	nderkeich	Date:	11/27/19

# **QUESTIONNAIRE**

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

1.	Do you currently have a diversity program or any diversity partners business with?  (If the answer is yes, attach a statement detailing the structure of your practice a list of your diversity alliances and a copy of their certifications.)	]Yes 💢	No
2.	Diverse Vendor Certification Participation		
	Region 4 ESC encourages the use of under-utilized businesses (HUB), business enterprises (MWBE), and small and/or disadvantages busines both as prime and subcontractors. Offerors shall indicate below whether any of their subcontractors (and if so which) hold certification in any of and include proof of such certification with their response.	ss enterpri er or not tl	ises (SBE) hey and/or
	<ul> <li>a. Minority Women Business Enterprise</li> <li>Respondent certifies that this firm is an MWBE</li> </ul>	∐Yes	XNo
	List certifying agency:		<del></del>
	b. Small Business Enterprise (SBE) or Disadvantaged Business Ent	erprise ([	OBE)
	Respondent certifies that this firm is a SBE or DBE	∐Yes	XNo
	List certifying agency:		<del></del>
	c. Historically Underutilized Businesses (HUB) Respondent certifies that this firm is a HUB	∐Yes	⊠No
	List certifying agency:		
	d. Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is a HUBZone	∐Yes	⊠No
	List certifying agency:		
	e. Other  Respondent certifies that this firm is a recognized diversity certificate holder List certifying agency:	□Yes	⊠No
На 2 (	as Offeror made and is Offeror committed to continuing to take all affirmative CFR 200.321 as it relates to the scope of work outlined in this solicitation?	/e steps s ∭Yes	et forth in ∐No
<b></b> .	urniture Installation and Polated Services		

3.

# RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name Jasper Seating Company, Inc. dba JSI, Jasper Desk
Contact Person Kathy Vonderheide
Signature Kuthy R. Vmolenheull
DateNovember 27, 2019

Crystal Wallace Region 4 Education Service Center Business Operations Specialist