



National Cooperative Purchasing Alliance (NCPA)
PO Box 701273
Houston, TX 77270

Re: RFP for Furniture, # 24-22

To whom it may concern,

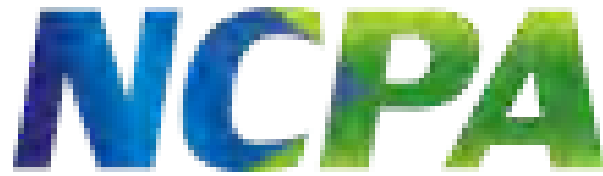
On behalf of MooreCo Inc., I would like to thank NCPA and Region 14 ESC to allow us to participate in your Request for Proposals for Furniture, Solicitation # 24-22. Enclosed you will find our comprehensive response to your bid.

MooreCo has a relationship with NCPA through the current contract we hold with you. We have seen steady growth with the sales of our contract and continue to get requests from our dealers to become one of our authorized agents to promote our line with your members. We feel with our continued marketing efforts and the new Procured website you have partnered with, the future is very exciting for both of our companies working together.

Once again, I thank you for taking the time to review our response and we anxiously look forward to once again working with you and your member agencies on this future contract.

Sincerely,

Scott Kurtzman
Contract Manager
MooreCo Inc.
2885 Lorraine Avenue
Temple, TX 76501
Cell (419) 989-1269
skurtzman@moorecoinc.com



Tab 1

Master Agreement / Signature Form

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

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

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

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

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

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

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

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

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

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

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

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

◆ Past Performance

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

Evaluation Criteria

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

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

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

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

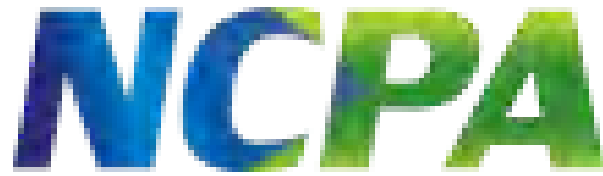
- ◆ Innovation (10 points)
 - Past Innovation, how it affected sales
 - Future Innovation in the pipeline

Signature Form

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

Prices are guaranteed: **120 days**

Company name	MooreCo Inc.
Address	2885 Lorraine Avenue
City/State/Zip	Temple, TX 76501
Telephone No.	(800) 749-2258
Fax No.	(866) 888-7483
Email address	skurtzman@moorecoinc.com
Printed name	Scott Kurtzman
Position with company	Contract Manager
Authorized signature	



Tab 2

NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-108, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

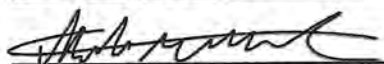
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

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

◆ General Provisions

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

National Cooperative Purchasing Alliance:

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

Vendor:

MooreCo Inc.
 Name: Scott Kurtzman
 Title: Contract Manager
 Address: 2885 Lorraine Avenue
Temple, TX 76501
 Signature: 
 Date: September 19, 2022



Tab 3

Vendor Questionnaire

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Temple, State of Texas

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input checked="" type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
Contact Person: Scott Kurtzman
Title: Contract Manager
Company: MooreCo Inc.
Address: 2885 Lorraine Avenue
City: Temple State: TX Zip: 76501
Phone: (800) 749-2258 Email: skurtzman@moorecoinc.com

- Purchase Orders

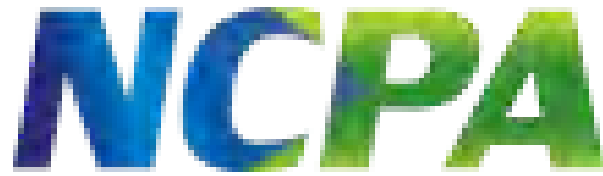
Contact Person: Scott Kurtzman
Title: Contract Manager
Company: MooreCo Inc.
Address: 2885 Lorraine Avenue
City: Temple State: TX Zip: 76501
Phone: (800) 749-2258 Email: skurtzman@moorecoinc.com

- Sales and Marketing

Contact Person: Paola Moore
Title: Vice President of Marketing
Company: MooreCo Inc.
Address: 4930 S. Congress Avenue
City: Austin State: TX Zip: 78745
Phone: (800) 749-2258 Email: pmoore@moorecoinc.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 Yes No



Tab 4
Vendor Profile

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company’s official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company’s Dun & Bradstreet (D&B) number.
- ◆ Company’s organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$_____ in year one
 - \$_____ in year two
 - \$_____ in year three
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

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

- ◆ Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.

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

Company's Official Registered Name

MooreCo Inc.

Brief history of your company, including the year it was established

The origination of MooreCo began in the early 1980's when Lorraine Moore developed the first printer stand on casters. The original company name was Balt and grew over the years to include a wide range of computer, office and classroom furniture.

In 1991, Balt purchased BestRite, which has originated in the 1950's. Best Rite was well known in the industry as a "go-to brand" in the educational industry for wall-mounted boards and easels. Best Rite grew to become the leading manufacturer of visual communications products supplying the highest quality boards in the market.

In 2007, Balt and Best Rite were rebranded under a new company name, MooreCo. Since then we have introduced product solutions which promote inclusiveness to help learners flourish. We have ushered in a new generation of innovative products which enable everyone to thrive in their educational environments.

Company's Dun & Bradstreet number

782165984

Company's organizational chart of those individuals that would be involved in the contract

The primary point of contact for a resulting contract would be Scott Kurtzman, Contract Manager. He can be reached at skurtzman@moorecoinc.com or via cell at (419) 989-1269. Should there be a need to escalate matters, please contact Jonathan Vogelsang at jvogelsang@moorecoinc.com or (800) 749-2258. Our general Customer Care team would also be involved for order support for an NCPA members. They can be reach at support@moorecoinc.com or at the same 800 number above.

Corporate office location

Our corporate office is located at 2885 Lorraine Avenue, Temple, TX 76501. In addition, we have a showroom located at 4930 South Congress Avenue, Suite 305, Austin, TX 78745.

MooreCo has a sales team covering multiple parts of the country. Attached is a list of our sales team members. They will be responsible for supporting our network of authorized dealers and assisting them in the promotion of any resulting contract.

Define your standard terms of payment

Our standard payment terms are Net 30.

Who is your competition in the marketplace?

MooreCo has a very diverse product offering and as such we have different competitors based on those product categories. For example, in the Visual Communications category (i.e. boards, easels, etc.), our primary competitors would be Ghent, Claridge and Platinum Visual.

In the school furniture category, we have multiple competitors: Smith System, Artco Bell, Virco, Scholarcraft, Alumni, V/S, KI and Mien.

What differentiates your company from competitors?

MooreCo has expanded its product offering over the last several years to become a one-source solution for our customers. We now have products which can fit into almost every environment within a school. This is a benefit to our customers as they only have to deal with one manufacturer rather than acquiring products from multiple sources, which can be more costly and lead to service issues. We continue to be a leader in new product innovation within our industry as we constantly strive to develop products designed to allow learners to thrive in whatever environment they might find themselves in.

In addition, the MooreCo name has been synonymous with quality, good service and excellent lead times. Most of our products ship in 4 weeks or less during non-peak times of the year. And we are always striving to have a strong quick ship program during peak seasons, which during the supply chain issues of the last couple years has proven to be very difficult to accomplish for many of our competitors.

Describe how your company will market this contract if awarded

We will engage our Marketing team, upon award, to get a mass communication out to all authorized dealers to inform them of our new award. Discount schedules and other selling tools will be available to these dealers to make it as easy as possible for them to understand how to sell MooreCo products through this contract vehicle. In addition, we would like to be able to have access to a member listing so we could send regular e-mail communications to NCPA members to inform them of our new product offerings, promotions we might be running, or general communication of how we can serve them.

Describe how you intend to introduce NCPA to your company

We would begin by sending a communication to the necessary parties within our company who would have close ties to this contract. This would first and foremost include our entire sales team and sales management members. Our Bid Team who is involved in pricing large opportunities would also need to be made aware so as to price our authorized dealers according to the terms of the contract. We would next communicate with our Marketing team to ensure the appropriate contract information is posted onto our website alerts both dealers and end users of the contract we hold and the term of the contract. And finally, we would inform our Customer Care team so they can ensure all contract orders are entered properly and referenced so as to accurately track any and all contract sales.

Once the initial rollout has been made to these various internal associates, follow up training would be conducted periodically to reinforce the details of the contract. We would also entertain any meeting with NCPA contract managers to further explain the benefits of cooperative purchasing, while also sharing best practices to drive additional contract sales.

Describe your firm's capabilities and functionality of your online catalog/ordering website

MooreCo does not sell direct to end users, rather working with a national network of authorized dealers who promote and sell our products. As such, we do not have an online ordering system. We do have a full-line catalog which can be accessed through our website at www.moorecoinc.com.

In addition, our newly designed website allows visitors to easily go through our product offerings by the various categories we manufacture.

Describe your company's Customer Service Department

Our Customer Care Department, based at our corporate headquarters in Temple, TX, is available Monday through Friday from 8:00 – 5:00 CST. Being located at this facility puts them in close proximity to our production facility where they can collaborate with those teams through regular meetings to understand lead times, production capabilities/constraints and immediately handle service issues. They are responsible for handling order preparation/review, order entry, estimated ship dates, all the way through to order shipment. They would also handle any issues that may arise after delivery such as damages or warranty claims.

In addition, we recently added a Project Management team designed to work closely with our authorized dealers and end users on large project orders. As a company, MooreCo has transitioned the last two years from a transactional order company to more of a project order company. We have seen our average order size increase incrementally over this time. As such, by having a team dedicated to overseeing these larger, more complex orders, they get the attention needed to ensure our customer experience is top notch.

We also offer our customers the ability to view their orders 24/7 through our online dealer portal. Once a dealer has the necessary login credentials, they are able to enter their order number to check the shipping status of any order, pull tracking information, etc. We find this to be an extremely valuable tool which minimizes the number of phone calls and e-mails into our Customer Care Department, which frees this team up to handle more pressing issues.

Green Initiatives

MooreCo recognizes that as a company with global connections, we have a responsibility as a good citizen of the world community to use our resources wisely providing for continued growth. Only through sustainable growth and improvement can we provide excellence in customer service, employee safety and welfare, citizenship in the communities where we work and live, and protect our environment.

We pledge to exceed our customers' expectations through continuous improvement in our attention to accuracy, quality, and prompt delivery, while holding the line on our costs in all areas of the enterprise. We continue to introduce new technology, and to improve methods and training for accurate and swift order entry. Through improved data collection and analysis we are proactively defining potential

problems and creating solutions, through better design and continuously improving standards of production and quality, taking customer service to even higher levels.

MooreCo views each employee from entry level to top executive, as our most valued resource. Through new and continuing programs increasing safety awareness, and strict adherence to corporate and government rules and regulations, we ensure the health and safety of our employees. Through heightened awareness of health and safety in the workplace, we also strive to improve the health and safety consciousness of our employees when away from the work place.

Employees of MooreCo are provided equal opportunity and treatment in matters of hiring, continued employment, advancement in skills and position, and in compensation without regard to issues of race, color, gender, ethnicity, or religious beliefs. MooreCo promotes these same ethical beliefs and values to businesses and governments in communities where we conduct business. MooreCo compensates our employees—in each community where we conduct business—at a level that enables them to meet their basic needs, and improve their economic circumstances. We provide opportunities for improving their skills and creating new opportunities for social and economic advancement.

MooreCo encourages individual employees to present their concerns to management in an orderly and civil manner, while respecting their right to free association. MooreCo also does not require employee membership in any organization in order to have their concerns heard by management.

MooreCo recognizes the value of high ethical standards in all interactions with our employees, customers, suppliers, and in the communities where we live and work. In all the areas where our business touches the lives and livelihood of others, we pledge to honor and respect the dignity and inherent human rights of the individual in a world made better by diversity, and protection of indigenous environments.

Our business association with suppliers is based on the same ethics of respect for their right to fair compensation for products and services, and protection of intellectual property. MooreCo competes in the global marketplace based on these same principles.

Sustainability is more than a buzz word, but rather the definition of a complex set of principles and practices that provide long term growth, continuous improvement, economic stability, excellence in environmental stewardship, and commitment to the socially responsible practices outlined above. Sustainability includes business practices that allow MooreCo to grow, developing new revenue streams, and increasing profitability on existing products, through waste reduction.

Sustainability initiatives at MooreCo include specifying recycled content in our purchased component parts, using materials which are recyclable, using renewable sources of energy, wise use of water resources and incorporating newly developing environmentally sustainable practices into our operations.

Part of the sustainable process at MooreCo is designing and producing products that are environmentally friendly, and seeking certification through such organizations as UL GREENGUARD. These certifications are valued because they promote the verifiable continuous improvement in our processes, procedures, and products, while assisting MooreCo in its commitment to protecting the environment, providing safe products, and continued excellence in global citizenship.

Greg Moore
Chief Executive Officer
MooreCo, Inc.

Anti-Discrimination Policy

See the attached MooreCo policy on our Code of Ethics and Business Conduct.

Vendor certifications

A listing of our environmental certifications can be found on our website at the following link:

<https://www.moorecoinc.com/documentation/scs-certificates/>

MooreCo Inc. Sales

<u>Name</u>	<u>Position</u>	<u>Phone#</u>	<u>Email</u>
Adam Stritz	Inside Sales - Education	512-271-6855	AStritz@moorecoinc.com
Dianne Hume	Inside Sales Manager	254-718-1469	DHume@moorecoinc.com
Adriane Williams	BDM South	254-316-0766	AEWilliams@moorecoinc.com
Anne Lansdon	BDM West Coast	254-931-8167	alansdon@moorecoinc.com
Heather Waller	BDM Southeast	813-809-3241	hwaller@moorecoinc.com
Jacqui Bolenbaugh	BDM TX / AZ	512-550-2620	jbolenbaugh@moorecoinc.com
Jon Worthington	BDM Midwest	419-512-2905	jworthington@moorecoinc.com
Jonathan Vogelsang	Sr. Sales Director	254-718-6203	jvogelsang@moorecoinc.com
Martha Story	BDM West	303-513-8058	mstory@moorecoinc.com
Scott Kurtzman	BDM	419-989-1269	skurtzman@moorecoinc.com
Bret Doyle	Sales Director Commercial	254-718-7128	BDoyle@moorecoinc.com
Chris Markham	Sales Director Ecommerce	254-231-5727	cmarkham@moorecoinc.com
Joshua Hueske	Sr. Sales Director	254-931-6356	jhueske@moorecoinc.com



Corporate/Manufacturing:
2885 Lorraine Ave • Temple, TX 76501

Showroom:
4930 S Congress Ave Ste 305 • Austin, TX 78745

Phone: 800.749.2258 • **Fax:** 866.888.7483

Web: www.moorecoinc.com • www.vanerumna.com

Submitting Purchase Orders

Purchase orders must be submitted in writing, by fax, email or EDI. All orders received after 2:00 PM will be processed the next business day.

Fax: 800-697-6258

Email: orders@moorecoinc.com

Order Changes and Cancellations

Changes to orders will not be accepted after 72 hours of receipt. MooreCo must be notified within three (3) business days should a custom order need to be canceled or changed. After three (3) business days, the order will not be able to be canceled and any changes to an order after this time may be subject to additional fees.

Shipping and Freight Policy

3rd Party or Collect Billed Freight

MooreCo assumes no fiscal responsibility for lost or damaged items noted at the time of delivery when freight is paid either 3rd party or collect. The account holder is responsible for notifying the carrier and filing the freight claim.

Pre-Pay or Delivered Freight

MooreCo will assume all responsibility for damaged or missing items if the reason for the damages or lost article(s) is due to carrier error and the following conditions are met. (1) MooreCo must be notified within 5 calendar days of the delivery of any damage(s) or shortage(s). (2) Visible loss or damage is apparent at the time of delivery and *must* be noted. (3) Noted loss or damage is recorded in detail on the carrier's original delivery receipt. (4) Photos of damages to the product and external packaging are included to support the claim.

Damaged product must be held at the original delivery location until claim has been concluded with the freight carrier. When recording loss or damage, please note "damaged" only and try to avoid unnecessary terms such as "box bent" or "torn". This type of notation does not provide adequate support for your claim. Please note: A notation of "*subject to inspection,*" by itself, is not considered a valid notation of loss or damage.

Any discrepancies must be noted on the carrier's original copy of the delivery receipt, at time of delivery, prior to the driver leaving the location. For all damaged freight, noted and concealed, the consignee is required to retain freight in its original packaging at the delivery location, subject to salvage inspection and/or pick up by the freight carrier. Disposal must be authorized, in writing by the claimant after the claim has been concluded.

Photos of the damaged product and external packaging will be required for credit and claim submission.

I3 Technologies: I3 products must be refused if damaged. These items must be opened and inspected prior to signing the carrier delivery receipt.

Shortages

If possible, make a written tally record when several items are being received or the shipment consists of a number of different items. At time of delivery, please check the labels on all units to be certain they are yours and check for shortages as goods are being unloaded. Be sure to keep the shipment together until unloading is complete, in case a recount is necessary. If there is a shortage, please note it on the carrier's original copy of the delivery receipt, at the time of delivery, prior to the driver leaving the location.

Concealed Damage

Concealed damage is damage that is not visibly apparent at the time of delivery. Product must be held at the original delivery location until claim has been concluded with the freight carrier.

When shipped via a MooreCo preferred carrier:

Concealed damage must be reported to MooreCo within 4 **business days** of delivery to receive credit for product cost and freight. Credit will not be issued if damage is reported **on or after the 5th business day** of the delivery.



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Web: www.moorecoinc.com • www.vanerumna.com

When shipped via a non-MooreCo preferred carrier or 3rd party:
Concealed damage must be reported to MooreCo **within 4 business days** of delivery to receive partial credit. MooreCo will issue credit in the amount of 1/3 product cost only. The account holder is responsible for filing freight claims on all damages and must provide proof of a claim to MooreCo in order to receive any credit.

Customer Pick Up orders

MooreCo will issue full credit for product cost only **up to 10 business days** after date of pick up. Credit will not be issued if damage is reported on or after the 11th business day of the pickup.

Product Exceptions

I3 Technologies: I3 products must be refused if damaged. These items must be opened and inspected prior to signing the carrier delivery receipt. Credit will not be issued for concealed damage to I3 products.

Small Parcel Shipment

MooreCo must be notified of damages within 15 days of delivery. MooreCo can file claim with the carrier on third party shipments, in which case the freight cost is refunded by the carrier to the account holder and product cost back to MooreCo. If shipped on MooreCo's account freight and product cost are refunded by the carrier back to MooreCo. The customer should hold product for ten (10) business days in case the carrier chooses to inspect.

Replacement Orders

A customer can submit a new PO to us for their replacement order or they can provide us written authorization to use their original PO# with a -R at the end. Written authorization is required to avoid duplication of replacement orders. Replacement orders should reflect full product and freight cost (if applicable).

Return Policy

Your satisfaction is our top priority. We guarantee the quality of our products and we want you to be completely satisfied with your purchases. If you are not fully satisfied with your purchase, you may return under the following conditions. The purchased items must be returned within 30 days for vendor credit subject to **Return Conditions**. **Custom items are NON-RETURNABLE**

Return Conditions

Items must be returned in good condition, in the original packaging, and all original contents included. For your protection, items must be returned shipping prepaid and safely wrapped to prevent shipping damage. Pack the unit securely using original packing material. Please note that we do not accept COD shipments. Please do not write on the original manufacturers label or packaging.

A restocking fee of 25% will be applied to the return. Additional fees may apply if the item is not returned in its original packaging and opened or used products to cover our processing and packing expenses.

The Return Authorization number must be clearly visible, and **No return will be accepted without a**

Return Authorization Number

Refunds will not be issued if products are not returned within 30 days. We have the right to refuse product returned that is damaged in shipping.

Credit

We will be happy to issue a credit to you providing the **Return Policy and Conditions** are met. In the event of non-compliance with these requirements, a refund will be issued in accordance with the condition of the returned merchandise, if any. All returns are processed upon receipt of returned merchandise. Credits when applicable are issued within 5-7 business days of processing the return.



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REVISION PAGE

REV	REVISED DATE	REVISED BY	PAGES AFFECTED	REMARKS
	11/28/2018	L. Risi		<i>Initial release</i>
A	01/03/2020	L.Risi	11	<i>3.3.12.1 Removed 'Russell Chupik'; added 'John Janczak'; removed RChupik@moorecoinc.com; added JJanczak@moorecoinc.com</i>
B	04/01/2020	L. Risi	11	<i>3.3.12.1 Removed 'John Janczak'; added 'Robert Roddie'; removed JJanczak@moorecoinc.com; added BRoddie@moorecoinc.com</i>
	12/09/2020	L. Wenger		<i>reaffirmed</i>
C	2/2/2022	C. Weaver	11	<i>3.3.12.1 Removed Leahna Risi, Added Clint Weaver updated related contact information accordingly</i>



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CODE OF ETHICS AND BUSINESS CONDUCT

DIRECTIVE

1 PURPOSE

To establish the code of ethics and business conduct under which employees should operate.

2 AFFECTED AREAS

All

3 GENERAL

3.1 Overview

The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

3.2 Procedure

3.2.1 Statement of Our Core Purpose

Enhance Lives with Innovative Solutions for Work and Learning

3.2.2 Statement of Our Core Values:

3.2.2.1 Have Fun- We follow the mantra that if you can't enjoy what you're doing, then you're doing the wrong thing. Our third-generation employees are a testament to this core value.

3.2.2.2 Extreme Customer Care- Whether you need a single product or are outfitting an entire facility, we ensure everyone who reaches out feels unique and important, and that you know we value you.

3.2.2.3 Make it Personal- Whatever your needs, we make sure our customers know we'll go above and beyond to make it happen. If a solution doesn't exist, don't worry! We'll create one.

3.2.2.4 Vision & Innovation- Learning is a lifelong journey. As human behavior continues to evolve, we adapt to those changes with innovative solutions to support you every step of the way.

3.2.3 Build Trust and Credibility

3.2.3.1 The success of our business is dependent on the trust and confidence we earn from our employees, customers and stakeholders. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching company goals solely through honorable conduct. It is easy to say what we must do, but the proof is in our actions. Ultimately, we will be judged on what we do.

3.2.3.2 When considering any action, it is wise to ask: will this build trust and credibility for MooreCo? Will it help create a working environment in which MooreCo can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering "yes" to those questions and by working every day to build our trust and credibility.



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3.2.4 Respect for the Individual

3.2.4.1 We all deserve to work in an environment where we are treated with dignity and respect. MooreCo is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our business success. We cannot afford to let anyone's talents go to waste.

3.2.4.2 MooreCo is an equal opportunity employer and is committed to providing a workplace that is free of discrimination of all types including abusive, offensive or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to a supervisor, manager, or Human Resources. If an employee prefers to make their report anonymously, s/he can utilize MooreCo's anonymous hotline. There are multiple ways to submit a report:

- Online: www.lighthouse-services.com/moorecoinc
- Phone:
 - English: 833-290-0001
 - Spanish: 800-216-1288
- E-mail: reports@lighthouse-services.com (must include company name with report)
- Fax: (215) 689-3885 (must include company name with report)

3.2.5 Create a Culture of Open and Honest Communication

3.2.5.1 At MooreCo, everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Managers have a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

3.2.5.2 MooreCo will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, the company will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

3.2.5.3 For your information, MooreCo's Whistleblower Policy (HRPP-018) is as follows:

A whistleblower, as defined by this policy, is an employee of MooreCo who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor, the Director of Human Resources, or report the concern through MooreCo's anonymous ethics hotline.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to disciplinary action, up to and including termination. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

All reports of illegal and dishonest activities will be promptly submitted to the Director of Human Resources who is responsible for investigating and coordinating corrective action.

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MOORECO PROPRIETARY

DOCUMENTS ARE UNCONTROLLED WHEN PRINTED

Individuals entrusted with MooreCo Proprietary Information are required to maintain the confidentiality of that information in accordance with the agreements and acknowledgements signed by those individuals and their employers. Any transmission or disclosure by MooreCo employees of confidential or Proprietary Information shall be conducted in strict compliance with applicable MooreCo company policies.



CODE OF ETHICS AND BUSINESS CONDUCT

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poorwork assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Director of Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Defend Trade Secrets Act (DTSA) Compliance: "Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

3.2.5.4 Employees with any questions regarding this policy should contact the Director of Human Resources.

3.2.5.5 Employees are encouraged, in the first instance, to address such issues with their managers or the HR manager, as most problems can be resolved swiftly. If for any reason that is not possible or if an employee is not comfortable raising the issue with his or her manager or HR, all members of MooreCo leadership operate with an open-door policy. Employees may also raise concerns through MooreCo's anonymous hotline.

3.2.6 Set Tone at the Top

3.2.6.1 Management has the added responsibility for demonstrating, through their actions, the importance of this Code. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example. Again, ultimately, our actions are what matters.

3.2.6.2 To make our Code work, managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication. At [Company Name], we want the ethics dialogue to become a natural part of daily work.



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3.2.7 Uphold the Law

3.2.7.1 MooreCo's commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must have an understanding of the policies, laws, rules and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or MooreCo policy, we should seek the advice from the resource expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

3.3.7.1.1 Competition

3.3.7.1.1.1 We are dedicated to ethical, fair and vigorous competition. We will sell MooreCo products and services based on their merit, superior quality, functionality and competitive pricing. We will make independent pricing and marketing decisions and will not improperly cooperate or coordinate our activities with our competitors. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for MooreCo or the sales of its products or services, nor will we engage or assist in unlawful boycotts of particular customers.

3.3.7.1.2 Proprietary Information

3.3.7.1.2.1 It is important that we respect the property rights of others. We will not acquire or seek to acquire improper means of a competitor's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

3.3.7.1.3 Selective Disclosure

3.3.7.1.3.1 We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information with respect to MooreCo, its securities, business operations, plans, financial condition, results of operations or any development plan. We should be particularly vigilant when making presentations or proposals to customers to ensure that our presentations do not contain material nonpublic information.

3.3.7.1.4 Health and Safety

3.3.7.1.4.1 MooreCo is dedicated to maintaining a healthy environment. A safety briefing has been designed to educate you on safety in the workplace. If you have not received this training, please contact the Safety and Compliance department.

3.2.8 Avoid Conflicts of Interest

3.2.8.1 We must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the business actions we take on behalf of MooreCo may conflict with our own personal or family interests. We owe a duty to MooreCo to advance its legitimate interests when the opportunity to do so arises. We must never use MooreCo property or information for personal gain or personally take for ourselves any opportunity that is discovered through our position with MooreCo.



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3.2.8.2 Here are some other ways in which conflicts of interest could arise:

- Being employed (you or a close family member) by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with MooreCo.
- Hiring or supervising family members or closely related persons.
- Serving as a board member for an outside commercial company or organization.
- Owning or having a substantial interest in a competitor, supplier or contractor.
- Having a personal interest, financial interest or potential gain in any MooreCo transaction.
- Placing company business with a firm owned or controlled by a MooreCo employee or his or her family.
- Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all MooreCo employees.

3.2.8.3 Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their managers or the HR department.

3.3.8.3.1 Gifts, Gratuities and Business Courtesies

3.3.8.3.1.1 MooreCo is committed to competing solely on the merit of our products and services. We should avoid any actions that create a perception that favorable treatment of outside entities by MooreCo was sought, received or given in exchange for personal business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom MooreCo does or may do business. We will neither give nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulation or policies of MooreCo or customers, or would cause embarrassment or reflect negatively on MooreCo's reputation.

3.3.8.3.2 Accepting Business Courtesies

3.3.8.3.2.1 Most business courtesies offered to us in the course of our employment are offered because of our positions at MooreCo. We should not feel any entitlement to accept and keep a business courtesy. Although we may not use our position at MooreCo to obtain business courtesies, and we must never ask for them, we may accept unsolicited business courtesies that promote successful working relationships and good will with the firms that MooreCo maintains or may establish a business relationship with.

3.3.8.3.2.2 Employees who award contracts or who can influence the allocation of business, who create specifications that result in the placement of business or who participate in negotiation of contracts must be particularly careful to avoid actions that create the appearance of favoritism or that may adversely affect the company's reputation for impartiality and fair dealing. The prudent course is to refuse a courtesy from a supplier when MooreCo is involved in choosing or reconfirming a supplier or under circumstances that would create an impression that offering courtesies is the way to obtain MooreCo business.



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3.3.8.3.3 Meals, Refreshments and Entertainment

3.3.8.3.3.1 We may accept occasional meals, refreshments, entertainment and similar business courtesies that are shared with the person who has offered to pay for the meal or entertainment, provided that:

- They are not inappropriately lavish or excessive.
- The courtesies are not frequent and do not reflect a pattern of frequent acceptance of courtesies from the same person or entity.
- The courtesy does not create the appearance of an attempt to influence business decisions, such as accepting courtesies or entertainment from a supplier whose contract is expiring in the near future.
- The employee accepting the business courtesy would not feel uncomfortable discussing the courtesy with his or her manager or co-worker or having the courtesies known by the public.

3.3.8.3.4 Gifts

3.3.8.3.4.1 Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

3.3.8.3.4.2 Generally, employees may not accept compensation, honoraria or money of any amount from entities with whom MooreCo does or may do business. Tangible gifts (including tickets to a sporting or entertainment event) that have a market value greater than \$100 may not be accepted unless approval is obtained from management.

3.3.8.3.4.3 Employees with questions about accepting business courtesies should talk to their managers or the HR department.

3.3.8.3.5 Offering Business Courtesies

3.3.8.3.5.1 Any employee who offers a business courtesy must assure that it cannot reasonably be interpreted as an attempt to gain an unfair business advantage or otherwise reflect negatively upon MooreCo. An employee may never use personal funds or resources to do something that cannot be done with MooreCo resources. Accounting for business courtesies must be done in accordance with approved company procedures.

3.3.8.3.5.2 We may provide nonmonetary gifts (i.e., company logo apparel or similar promotional items) to our customers. Further, management may approve other courtesies, including meals, refreshments or entertainment of reasonable value, provided that:

- The practice does not violate any law or regulation or the standards of conduct of the recipient's organization.
- The business courtesy is consistent with industry practice, is infrequent in nature and is not lavish.
- The business courtesy is properly reflected on the books and records of MooreCo.

3.2.9 Set Metrics and Report Results Accurately



CODE OF ETHICS AND BUSINESS CONDUCT

3.2.9.1 Accurate Public Disclosures

3.3.9.1.1 We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation for such reports, including drafting, reviewing and signing or certifying the information contained therein. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

3.3.9.1.2 Employees should inform Executive Management, the HR department, or make a report through the anonymous hotline, if they learn that information in any filing or public communication was untrue or misleading at the time it was made or if subsequent information would affect a similar future filing or public communication.

3.2.9.2 Corporate Recordkeeping

3.3.9.2.1 We create, retain and dispose of our company records as part of our normal course of business in compliance with all MooreCo policies and guidelines, as well as all regulatory and legal requirements.

3.3.9.2.2 All corporate records must be true, accurate and complete, and company data must be promptly and accurately entered in our books in accordance with MooreCo's and other applicable accounting principles.

3.3.9.2.3 We must not improperly influence, manipulate or mislead any unauthorized audit, nor interfere with any auditor engaged to perform an internal independent audit of MooreCo's books, records, processes or internal controls.

3.2.10 Promote Substance Over Form

3.2.10.1 At times, we are all faced with decisions we would rather not have to make and issues we would prefer to avoid. Sometimes, we hope that if we avoid confronting a problem, it will simply go away.

3.2.10.2 At MooreCo, we must have the courage to tackle the tough decisions and make difficult choices, secure in the knowledge that MooreCo is committed to doing the right thing. At times this will mean doing more than simply what the law requires. Merely because we can pursue a course of action does not mean we should do so.

3.2.10.3 Although MooreCo's guiding principles cannot address every issue or provide answers to every dilemma, they can define the spirit in which we intend to do business and should guide us in our daily conduct.

3.3.10.3.1 Accountability

3.3.10.3.1.1 Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. If we are concerned whether the standards are being met or are aware of violations of the Code, we must contact the HR department or make a report through MooreCo's anonymous hotline.



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3.3.10.3.1.2 MooreCo takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

3.2.11 Be Loyal

3.2.11.1 Confidential and Proprietary Information

3.3.11.1.1 Integral to MooreCo's business success is our protection of confidential company information, as well as nonpublic information entrusted to us by employees, customers and other business partners. Confidential and proprietary information includes such things as pricing and financial data, customer names/addresses or nonpublic information about other companies, including current or potential suppliers and vendors. We will not disclose confidential and nonpublic information without a valid business purpose and proper authorization.

3.2.11.2 Use of Company Resources

3.3.11.2.1 Company resources, including time, material, equipment and information, are provided for company business use. Nonetheless, occasional personal use is permissible as long as it does not affect job performance or cause a disruption to the workplace.

3.3.11.2.2 Employees and those who represent MooreCo are trusted to behave responsibly and use good judgment to conserve company resources. Managers are responsible for the resources assigned to their departments and are empowered to resolve issues concerning their proper use.

3.3.11.2.3 Generally, we will not use company equipment such as computers, copiers and fax machines in the conduct of an outside business or in support of any religious, political or other outside daily activity, except for company-requested support to nonprofit organizations. We will not solicit contributions nor distribute non-work-related materials during work hours.

3.3.11.2.4 To protect the interests of the MooreCo network and our fellow employees, MooreCo reserves the right to monitor or review all data and information contained on an employee's company-issued computer or electronic device, the use of the Internet or MooreCo's intranet. We will not tolerate the use of company resources to create, access, store, print, solicit or send any materials that are harassing, threatening, abusive, sexually explicit, or otherwise offensive or inappropriate.

3.3.11.2.5 Questions about the proper use of company resources should be directed to your manager.

3.2.11.3 Media Inquiries

3.3.11.3.1 MooreCo is a high-profile company in our community, and from time to time, employees may be approached by reporters and other members of the media. In order to ensure that we speak with one voice and provide accurate information about the company, we should direct all media inquiries to the Chief Executive Office. No one may issue a press release without first consulting with the Chief Executive Officer.

3.2.12 Do the Right Thing



CODE OF ETHICS AND BUSINESS CONDUCT

3.2.12.1 Several key questions can help identify situations that may be unethical, inappropriate or illegal. Ask yourself:

- Does what I am doing comply with the MooreCo's guiding principles, Code of Conduct and company policies?
- Have I been asked to misrepresent information or deviate from normal procedure?
- Would I feel comfortable describing my decision at a staff meeting?
- How would it look if it made the headlines?
- Am I being loyal to my family, my company and myself?
- What would I tell my child to do?
- Is this the right thing to do?

Information and Resources

CEO
Greg Moore
GMoore@moorecoinc.com

Chief Financial Officer
Robert Roddie
Office: 254.778.4727 x214
BRoddie@moorecoinc.com

Vice President of Operations
Chris Facchini
Office: 254.778.4727 x243
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Director of Human Resources
Clint Weaver
Office: 254.778.4727 x273
Cell: 731.504.1313
CWeaver@moorecoinc.com

Anonymous Hotline
Online: www.lighthouse-services.com/moorecoinc
Phone:
English: 833-290-0001
Spanish: 800-216-1288
E-mail: reports@lighthouse-services.com (must include company name with report)
Fax: (215) 689-3885 (must include company name with report)

4 COMPANY DISCRETION

Although employees are expected to abide by this policy, this policy is not intended to be contractual in nature. It may be modified by the Company without prior notice at any time for any reason at the sole discretion of the Company.



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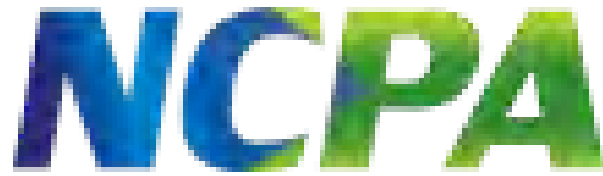
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- 5 **DEPARTMENT/ORGANIZATION ACCOUNTABLE FOR DOCUMENT**
Human Resources
- 6 **FORMS**
None
- 7 **ATTACHMENTS**
None

Greg Moore
CEO



Tab 5

Products & Services / Scope

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:
 - Ancillary Furniture Products
 - Audio / Visual Furniture
 - Auditoriums and Theaters
 - Cafeteria
 - Classroom / Educational / Dormitory
 - Conference or Breakroom / Training
 - Healthcare / Medical / Therapy Practices
 - Highmark
 - Lactation Rooms and Furniture Pods
 - Library
 - Lighting
 - Lounge / Reception
 - Office
 - Outdoor
 - Science Lab
 - Seating / Chairs
 - Tables / Meeting Conference Room
 - Work Stations

MooreCo offers a broad range of products which cover multiple categories. We are able to provide products in the following categories per your RFP:

Audio / Visual Products
Cafeteria
Classroom / Educational / Dormitory
Conference or Breakroom / Training
Healthcare / Medical / Therapy Practices
Library
Lounge / Reception
Office
Outdoor
Science Lab
Seating / Chairs
Tables / Meeting Conference Room
Work Stations

We have a limited, life-time warranty to cover most of the products within our offering. We have included a copy of our warranty statement for your review. It includes information regarding products which fall outside our standard warranty as well as the terms associated with replacement parts.

All products provided during the life of this contract will be new and free of defects. Should this not be the case upon your member's receipt of delivery, they may contact our Customer Care team for assistance at support@moorecoinc.com or (800) 749-2258.



Corporate/Manufacturing:
2885 Lorraine Ave · Temple, TX 76501

Showroom:
4930 S Congress Ave Ste 305 · Austin, TX 78745

Phone: 800.749.2258 · **Fax:** 866.888.7483

Web: www.moorecoinc.com

MooreCo Products Limited Lifetime Warranty:

MooreCo warrants that your Product is free from defects in materials or workmanship for the lifetime of the product unless listed on the below schedule. This warranty only applies to Products purchased directly from an authorized MooreCo dealer and is only valid for the original purchaser and for the original installation. The warranty is terminated upon transfer, sale, or modification of the Product.

If a Product is defective in materials or workmanship, MooreCo will replace or repair it at no charge, based on the below schedule. This is your sole and exclusive remedy, and repair or replacement of the Product will be at the sole discretion of MooreCo and is your sole and exclusive remedy for products found by MooreCo to be defective. Shipping charges to the repair facility will be the responsibility of the purchaser, and shipping charges to return the repaired Product to the purchaser will be paid by the purchaser, except for Products returned for repair during the first 30 days after purchase, in which case all shipping charges will be paid by MooreCo. MooreCo will not pay labor costs associated with repairs or replacements. All incidental or consequential damages which may arise, including, but not limited to, lost profits, personal property damage, and third party liabilities are hereby expressly excluded. Likewise, MooreCo will not be responsible for any damage to customer's property caused by incompatibility of the product with customer's flooring and other customer property. MooreCo shall be liable under this limited warranty only for the cost or, at its option, the repair or replacement of defective products. This warranty is subject to the limitations, exclusions and other provisions below, and applies to Products purchased after January 27, 2022 which are delivered within the United States of America and the Commonwealth of Canada.

Discontinued products will be replaced with "like product" at MooreCo's discretion. MooreCo will not renew or extend this warranty to a repaired or replaced product. MooreCo will not honor the attempted transfer of this warranty.

Some natural variations occurring in polypropylene material or other natural materials are inherent to their character and are not considered defects. MooreCo does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Customer's Own Material (COM) selected by and used at the request of an original purchaser is not warranted. Our products are intended for interior use — exterior use of them will void the warranty.

MooreCo seating is tested and warranted for users up to 253lbs. Use above that weight is not tested or warranted and considered misuse and abuse.

Use of "short throw", wall mounted projectors are only warranted on the Interactive Projector Board (2G5 and 4G5) series and Interactive Projector Board + Whiteboard System (764XX).

Porcelain surfaces may have minor surface imperfections due to the manufacturing process. If these imperfections cannot be seen from 3 feet under diffuse (dead) light and without "searching", they are not covered under warranty. Any surface imperfection from the factory shall erase as with the rest of the surface or will be covered under warranty.

The particular Product lines, materials and components listed below are warranted according to the following schedule from the date of sale:

Products	Warranty
Chair/Desk/Table Frames and Compass Storage	Lifetime
Book Boxes/Book Baskets/Backpack Hooks	Lifetime
Porcelain Surface	Lifetime
Seating controls, pneumatic cylinders, bushings, folding mechanisms, rocker/wobble bases	1 Year
Glides	6 Years
Casters	13 Years
Chair Shells/Other Injection Molded Products and Table Tops	13 Years
Clear Plastic/Acrylic	1 Year (Does not cover scratching by user – wear and tear)
PVC and melamine laminate desks, tables, workstations, carts, and other furniture	1 Year
Dry Erase Laminate Table Surface	1 Year
Economy Soft Seating Fabric	1 Year
Soft Seating Fabric	See Fabric Vendor for Specific Warranty Information
Electrical Components	1 Year (unless otherwise stated)
The surface of whiteboards and mobile whiteboards with surface of Dura-Rite	20 Years
The surface of whiteboards and mobile whiteboards with surface of Magne-Rite and tack boards	10 Years
The surface of whiteboards and mobile whiteboards with a surface of TuF-Rite	5 Years
iTeach and Tablet/Chromebook charging carts – with exception of electrical components	12 Years
iTeach and Tablet/Chromebook charging carts – electrical components only	1 Year



Corporate/Manufacturing:
2885 Lorraine Ave · Temple, TX 76501

Showroom:
4930 S Congress Ave Ste 305 · Austin, TX 78745

Phone: 800.749.2258 · **Fax:** 866.888.7483

Web: www.moorecoinc.com

Products	Warranty
Solid Wood Seats and Solid Table Tops	1 Year finish defects and workmanship. 10 Years structural against loss of serviceability
Beanies by MooreCo	Seams and Zippers - 1 year (indoor and outdoor)
iTeach Electric Height Adjustable Flat Panel Wall Mount Structural /Electrical	7 Years
iTeach Spider Flat Panel Cart with Electric Mount Structural /Electrical (excluding casters)	7 Years
MoorePower Tower Structural/Electrical	7 Years

Exclusions: This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage caused by abuse, misuse, neglect, vandalism, accident, modifications, water, or fire.
- Damage caused by the carrier in-transit, which will be handled as claims against the carrier.
- Damage caused during unloading or installation, which will be handled as claims against the installer.
- Modifications or attachments to the Product that are not approved by MooreCo.
- Products that were not installed, used, or maintained in accordance with Product instructions and warnings.
- Products used for rental purposes.
- Adhesive products installed at temperatures below 50°F (10°C).
- Labor and/or materials to remove and replace Products.
- Non-standard or published products.
- Damage caused by environmental issues, including use and/or storage of the Product in facilities subjected to uncontrolled high temperatures.
- Third-party products – MooreCo, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by third-party products supplied to MooreCo.
- Normal aging and wear of fabrics, filling materials, and finishes of soft seating and other upholstered products

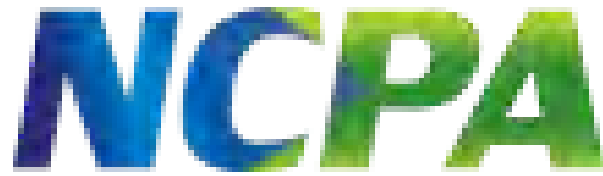
TO THE EXTENT ALLOWED BY LAW, MOORECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOORECO WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR USE, OR OTHER INCIDENTAL DAMAGES.

NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE: Federal law does not permit the exclusion of certain implied warranties for consumer Products. Therefore, if you are purchasing this Product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To obtain service under this limited warranty: by following the procedures regarding warranty claims outlined below, you can be assured of the best level of service.

1. Contact MooreCo by phone at 1-800-749-2258 or by mail at 2885 Lorraine Avenue, Temple, Texas 76501 within 30 (thirty) days of discovery of the defect. Be prepared to prove you are the original purchaser of the Product and provide your model number, description of the Product, and description of the defect. Then provide MooreCo with your name, address, area code, and telephone number.
2. MooreCo will review all pertinent information regarding the claim, including inspection of the Product if deemed appropriate by MooreCo.
3. If MooreCo affirms that the Product in question is eligible under the conditions of the limited warranty as stated above, the customer service representative or another representative of MooreCo will determine whether to provide replacement parts, authorize repairs, or replace the Product.

PRODUCTS RETURNED TO THE MOORECO FACILITY WITHOUT A RETURN AUTHORIZATION WILL BE REFUSED.



Tab 8

Value Added Products & Services

Tab 8 – Value Added Products and Services

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

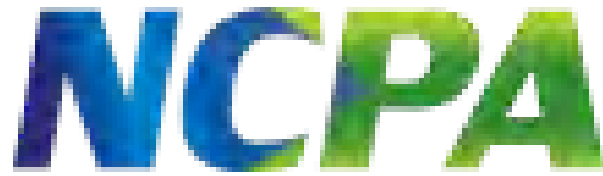
MooreCo has multiple value-added services which can be passed on to NCPA members for no additional cost.

Design Services- We have a design team which can work closely with our dealers and end users to provide 2d, 3d or full-color renderings of any school environment needed using MooreCo products. Our team will take initial sketches provided to us by our customers, but prefer to have .DWG files which can then be uploaded into their drawing system to lay out a space based on the needs and vision of the customer. We also ask for a Design Discovery form to be completed which provides our team a true picture of what the end user is looking to accomplish in each space, from products, colors, shapes, sizes, spacing, etc. The end product truly accomplishes this goal and our success rate of drawings turning into orders is very high.

As noted in an earlier tab, MooreCo also has a product showroom located in Austin, TX. We regularly invite our dealer customers and end users to this facility to view many of our products in one setting. Here they get the opportunity to see, feel and test our products prior to making large purchasing decisions.

We also utilize our large, national network of authorized dealers to train and educate NCPA members about the MooreCo product line. With dealers located in every state throughout the country, we have a very large presence of people showcasing our product advantages and spreading the word about our capabilities.

After the order, we also offer the services of our Project Management team for larger, more complex orders. This team, based in our corporate office in Temple, TX, will work closely with our authorized dealers to ensure their orders are satisfied in a timely manner and to achieve the desired shipping dates requested. They will communicate from the receipt of the order through final delivery and installation to ensure all facets of the project go off without any issues.



Tab 9
Innovation

Tab 9 – Innovation

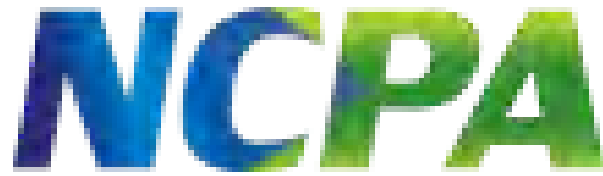
- ◆ Please provide details of your most recent innovation and how it affected sales in the public sector.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other
- ◆ Please outline your timeline for future innovation.
 - New categories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

MooreCo constantly strives to bring new, innovative products to the market which allow learners to thrive in the educational and commercial environments they work within. Over the last several years this innovation has led to numerous successful products we have developed for the educational sector. First was the launch of our Compass product category, which includes storage cabinets and Maker Space tables. These products filled a void in our offering for mobile storage solutions within a classroom with literally thousands of possible options. The success of this product line has been phenomenal as we continue to see consistent growth in sales as well as beginning to take some market share of this segment of educational furniture.

Several years ago we also introduced a porcelain markerboard writing surface. For many years, writeable desktops have been a fixture in the educational marketplace, but the one consistent problem with this surface is it will begin to show shadowing of the markers after erasing. General cleaning will help in the beginning, but over the course of time those shadows become permanent and are unable to be removed. We came up with a solution by taking the popular porcelain steel markerboard surfaces which have hung on walls for years, and put in on a horizontal desk surface. We initially rolled it out in 2019 on our most popular Shapes desk and the response was tremendous. We have since expanded this surface to one more desk shape as well as a couple of our more common activity table shapes as well.

We continually work with our products to ensure they are the most durable and safe products in the industry. We listen to our customers and hear what they have to say about the market and what areas we can fill voids or create solutions for.

Our general timeline of new product releases is generally made known later in the calendar year and would physically become available to sell through our dealer network shortly after the beginning of a new year.



Tab 10

Required Documents

Tab 10 – Required Documents

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS


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

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

Offeror: MooreCo Inc.

Address: 2885 Lorraine Avenue

City, State, Zip: Temple, TX 76501

Authorized Signature:  Scott Kurtzman

Date: June 12, 2022

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	MooreCo Inc.
Print Name	Scott Kurtzman
Address	2885 Lorraine Avenue
City, State, Zip	Temple, TX 76501
Authorized signature	
Date	June 12, 2022

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

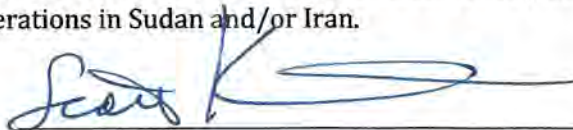
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

June 12, 2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	MooreCo Inc.
Address	2885 Lorraine Avenue
City/State/Zip	Temple, TX 76501
Telephone No.	(800) 749-2258
Fax No.	(866) 888-7483
Email address	skurtzman@moorecoinc.com
Printed name	Scott Kurtzman
Position with company	Contract Manager
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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