

# NUCRAFT

**REGION 14 EDUCATION SERVICE CENTER  
SOLICITATION 24-22  
FURNITURE- SUPPLEMENTAL**

**BID DEADLINE:  
THURSDAY, JULY 21<sup>ST</sup>, 2022  
2:00 PM CST**

5151 West River Drive  
Comstock Park, MI 49321  
nucraft.com

p 616.784.6016  
f 616.784.4402  
877.NUCRAFT

# NUCRAFT

## **National Cooperative Purchasing Alliance RFP # 24-22**

### **Tab 1 Master Agreement General Terms and Conditions**

#### **Customer Support**

Under the performance of an awarded contract Nucraft will provide timely and accurate technical advice and sales support, within one (1) working day of request.

This performance will be provided through the resource of one or more of the following:

- Local Nucraft Authorized Representative
- Local Nucraft servicing dealer
- Nucraft Customer Service
- Nucraft Government Sales

#### **Assignment of Contract**

Nucraft shall not assign any contract awarded by Region 14 ESC.

#### **Disclosures**

Nucraft affirms that it has not given, offered to give, nor intends to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Nucraft affirms that the the best of its knowledge, that 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 any unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contract**

Nucraft acknowledges that any contract awarded shall be for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and Nucraft.

#### **Funding Out Clause**

Nucraft accepts the inclusion of a standard “funding out” clause as outlines in RFP# 24-22.

#### **Shipments**

Nucraft builds all products to order. Lead times are quoted at the time the order is quoted. Any changes in production that lead to changes in delivery, will be adequately communicated to the end user.

#### **Tax Exempt Status**

Nucraft accepts the responsibility for knowledge of the tax laws for each State.

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## **Payments**

Nucraft will receive orders from its list of authorized dealers/resellers.

## **Adding Authorized Distributors/Dealers**

Nucraft provides herein a list of dealers/resellers for approval. Nucraft will accept new dealers/resellers during the term of the contract and will submit them to NCPA for approval. Pricing provided to members by dealers/resellers will be less than or equal to pricing offered by Nucraft.

## **Pricing**

All proposed pricing includes the administrative fee to be remitted to NCPA by Nucraft. All deliveries shall be freight prepaid, except any orders less than \$2,500 net shall be assessed a freight charge of \$390 per order. Freight is FOB destination to the 48 contiguous states. Delivery location must accept 53 foot trailer double stacked to avoid additional delivery charges.

## **Warranty**

### Product Warranty

Warranty: Nucraft warrants that each piece of Nucraft furniture it manufactures will be free from defects in materials and workmanship for a period of ten (10) years of single-shift use. Textiles, decorative trim, electrical components, lamps, mechanical devices, casters and custom-made products not described in Nucraft's catalog are warranted for one year from the date of original delivery. Height adjustable lift mechanisms are warranted for two years. This warranty is applicable only if the furniture is given normal and proper care and is properly installed and maintained. This warranty extends only to products through authorized dealers, directly from Nucraft or from others specifically authorized by Nucraft to sell its products. Nucraft's sole obligation under this warranty is to repair or replace, at Nucraft's discretion, products which prove to be defective during the warranty period. Purchasers may be required to establish that a claim is within the warranty period. To initiate a warranty claim, the purchaser should contact Nucraft Customer Service Department. This warranty does not cover: \*Damage caused by a carrier \*COM (customer's own materials) specified by the customer that are not a standard product offering \*Color, grain or texture of wood and other covering materials (due to natural variations over which Nucraft has no control) \*Damages resulting from user modification, attachments to a product, misuse, abuse, alteration or negligent use.

### Installation Guarantee

For any installation of Nucraft product(s) installed by either a dealer or installation contractor assigned, commissioned, or recommended by Nucraft, Nucraft will assure the complete, professional installation of product.

Should any situation occur where a user of the contract believes that a proper level of service has not been provided, Nucraft will intervene to provide coordination, and guidance to review the situation and provide the appropriate, necessary prompt action to resolve.

### Warranty/Guarantee Response

For any product warranty situation Nucraft will provide immediate review of the situation, priority response, and best possible expedited repair or replacement of the warranty issue.

Issues related to the installation performance of a dealer or service provider either contracted or recommended by Nucraft shall be addressed within one (1) working day of notification of the issue.

### Availability of Replacement Parts

Nucraft manufactures product to customer order and therefore does not maintain stock of product or parts.

# NUCRAFT

Replacement parts required for the and/or remedy of a warranty or installation service issue will receive priority processing, delivery, and completion.

## Life Expectancy of Equipment

Nucraft products provide a use warranty of ten (10) years. Actual life expectancy of the product can exceed this period based on proper care and use of the product.

## Return Policy/Cancellation

Returned goods: Since Nucraft builds top order per customer specific specifications, returns are typically not allowed. Merchandise to be returned must have prior written approval. Authorized returns are subject to a 20% restocking charge. Return goods must be in original condition and return freight pre-paid. Credit is subject to inspection by our receiving department.

Cancellation Policy: Cancellations must be reviewed by the Nucraft Customer Service Team. Because products are made to order, costs begin to accrue once processing has begun. In addition to actual procurement and processing of materials, costs include pre-production engineering processing. If cancellation is approved, a processing fee of 20% - 100% will be assessed based on the completion status of the order.

## **Indemnity**

Nucraft agrees to 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 as the result from the actions of Nucraft, Nucraft employees or Nucraft vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

## **Franchise Tax**

Nucraft is not currently delinquent in the payment of any franchise tax.

## **Supplemental Agreements**

Nucraft understands and agrees to the ability to enter into supplemental agreements related to the level of service under this contract.

## **Certificates of Insurance**

Nucraft agrees to comply with the requirements of Certificates of Insurance and shall assure coverage compliance of any subcontractor performing work under the contract.

## **Legal Obligations**

Nucraft agrees to maintain awareness and compliance of all local, state, and federal laws governing the sale of products/services identified in the RFP.

## **Protest**

Nucraft agrees to comply with the terms and conditions of protest as outlined in RFP # 24-22.

## **Force Majeure**

Nucraft recognizes and shall comply with the conditions of Force Majeure as outlined in RFP # 24-22.

## **Prevailing Wage**



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Nucraft accepts the responsibility to understand, and comply with all applicable prevailing wage rates and legislation applicable to the jurisdiction of the purchaser throughout the term of the contract. monitor,

## **Miscellaneous**

Nucraft agrees to the conditions of contract termination as outlined under the Miscellaneous category of Tab 1 of RFQ # 24-22.

## **Open Records Policy**

Nucraft understands and accepts the conditions of Open Records Policy as outlined in RFP # 24-22 and agrees to comply with the requirements for the identification and notification of any part of its response that may be requested to be exempt from disclosure.

Nucraft recognizes the Region 14 ESC position related to Office of Attorney General (OIG) determination of confidential information and further recognizes it's obligations in disclosure of any confidential information related to the RFQ.

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ 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

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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

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- ◆ 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

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

Prices are guaranteed: **120 days**

|                       |   |
|-----------------------|---|
| Company name          | <u>Nucraft</u>  |
| Address               | <u>5151 W. River Drive</u>  |
| City/State/Zip        | <u>Constock Park MI 49321</u>   |
| Telephone No.         | <u>616.262.8880</u>   |
| Fax No.               | <u>—</u>  |
| Email address         | <u>aschneider@nucraft.com</u>   |
| Printed name          | <u>Angela Schneider</u>   |
| Position with company | <u>Regional Sales manager</u>   |
| Authorized signature  | <u></u> |

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Nucraft ("Vendor").

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-110, 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

- 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:**

Nucraft  
Name: Angela Schneider  
Title: Regional Sales Mgr.  
Address: 5151 W. River Dr.  
Cumstock Park ME 04921  
Signature:   
Date: June 27, 2022

## Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority**

and Women

**Business Enterprise (MWBE) and (HUB) Participation**

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

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Constock Park  
State of MT

◆ **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 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

- ☐ Manufacturer Direct      ☐ Certified education/government reseller  
☐ Authorized Distributor      ☐ Manufacturer marketing through reseller  
☒ Value-added reseller      ☐ Other: \_\_\_\_\_

◆ **Processing Information**

- Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Angela Schneider

Title: Regional Sales Mgr.

Company: Nucraft

Address: 5151 W. River Dr

City: Constock Park State: MT Zip: 49321

Phone: 616.262.8880 Email: aschneider@nucraft.com

▪ Purchase Orders

Contact Person: Rebekah West  
Title: Manager, order processing  
Company: Nucraft  
Address: 5151 W. River Dr.  
City: Constock Park State: MT Zip: 49321  
Phone: 616 328 8281 Email: Rwest@nucraft.com

▪ Sales and Marketing

Contact Person: Angela Schneider  
Title: Regional Sales mgr.  
Company: Nucraft  
Address: 5151 W. River Dr.  
City: Constock Park State: MT Zip: 49321  
Phone: 616 262 8380 Email: aschneider@nucraft.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



# NUCRAFT

## **National Cooperative Purchasing Alliance RFP # 24-22**

### **Tab 4 Vendor Profile**

#### **Company registered Name**

Nucraft Furniture Company

#### **Company History**

Nucraft was founded in 1944, is a privately held company founded in 1944, based in Comstock Park, Michigan. Nucraft was recently recognized with our seventh West Michigan "101 Best and Brightest Companies to Work For" award.

Nucraft is a Small Business, debt-free company with a positive profit record for the past 10 years.

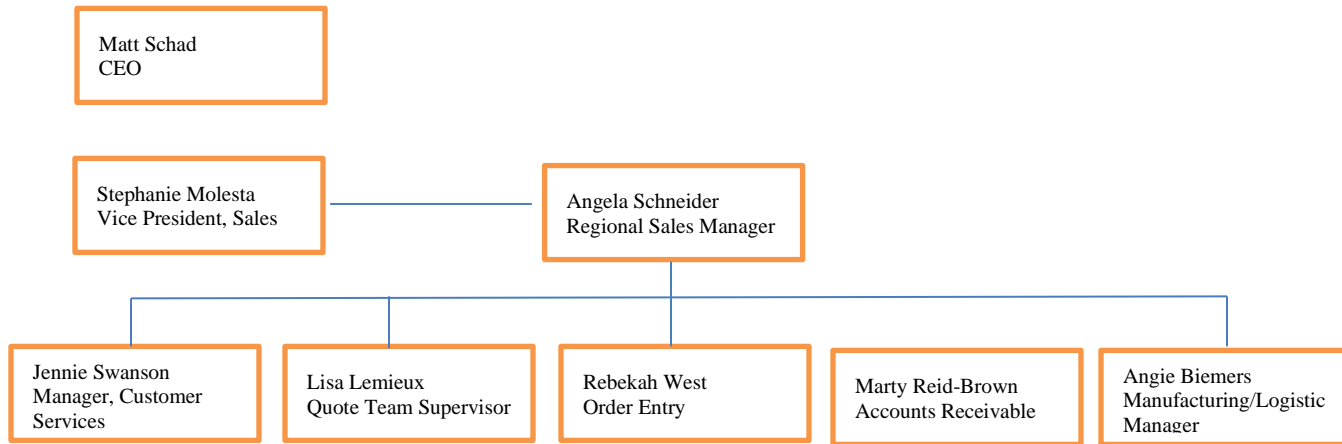
#### **Manufacturing:**

- Over 300,000 sq ft manufacturing space
- Vertically-integrated manufacturing facility
- Flexible manufacturing and engineering resources provide customization capabilities
- Private office factory setup ensuring:
  - o Finish match on all surfaces
  - o Exacting fir between all components
  - o Minimal installation time
  - o Minimal punch list items(resolved prior to shipping)
- Strong companywide focus on key performance indicators:

#### **Dun & Bradstreet**

D&B Number: 006012736

## Company Organizational Chart – Individuals Involved in Contract



### Corporate Office Locations

Nucraft products are marketed, sold, and supported through a national network of Authorized Independent Representatives and dealers.

Authorized Nucraft Independent Representative list, by markets served are attached.

Over 500 dealers provide sales, support, and service throughout all sales markets.

### Standard Terms of Payment

Nucraft standard terms of payment are 1% ten days, net 30 days.

### Competition in the Market

Nucraft competes with all commercial industry furniture manufacturers, including Bernhardt, Geiger, Gunlocke, HBF, Neinkamper, and Tuohy.

### What Differentiates Nucraft From Competitors

Nucraft commits to total organizational engagement in every aspect of business to assure industry leadership in: innovative product solution development, operations planning and manufacturing, customer planning/project, quoting support, customer service support, and production/scheduling management.

With full engagement from the Nucraft Senior Leadership Team, programs such as daily Customer Service Stand Up meetings, Continuous Improvement Kata (CI) initiatives, and iSpec online product configuration and specification program, Nucraft provides fully engaged customer commitment from planning through installation.

Our philosophy is straightforward: We don't do it if we can't do it better than it's been done. Innovation is the result. Our solutions integrate technology and fine furniture in completely new ways. Our customers are demanding, and so are we. Like our customers, Nucraft is a results oriented organization. We work hard and expect a great deal, and know that the talents, competency, and commitment of each employee are what ultimately serve our customers.

### **Marketing of Contract**

Nucraft will market the contract through direct introduction of the contract resources and value to Nucraft's national network of Authorized Representatives and dealers. Upon award of the contract Nucraft will conduct a series of presentations and communications to its Authorized Representatives to provide an overview of the contract customer markets, contract operational information, and market/customer selling coaching.

Nucraft will also add the contract information to its Government section of the Nucraft website.

### **Introduction of NCPA to Nucraft Furniture**

Upon award of a contract Nucraft will prepare and present powerpoint introduction/overview contract information in two formats:

- Internal series of introduction/overview sessions for Nucraft corporate departments.
- Introduction/overview sessions to Nucraft Authorized Sales Representatives

### **Capabilities and Functionality of On-Line Catalog/Ordering Website**

Nucraft's complete product catalog is available at Nucraft's website. In addition Nucraft offers customers the advantage of its iSpec online interactive product configuration and specification program as a no charge resource for hands-on development and specification of product requirements.

Due to the complexities and vast number of product, part, and component options, Nucraft, similar to most firms in the contract furniture industry, does not promote on-line ordering of furniture products. Configuring office furniture solutions requires the assistance of a skilled dealer/designer. Nucraft dealers provide support in the planning, specification, and ordering of Nucraft products, and are a reliable resource for meeting customer needs.

### **Nucraft Customer Service**

Nucraft Customer Service is managed at Nucraft company headquarters in Comstock Park, MI. Customer Service support is provided by six (6) Customer Service representatives who each handle assigned geographic regions of the country, Each Customer Service Representative has an identified back-up Representative who is familiar with all projects and is available for support in the absence of the Customer Service Representative.

The Customer Service Representatives are supported by in-house Regional Sales Managers. The Regional Sales Manager provide decision support for the Customer Service Representative, Nucraft Representative, dealer, and customer.

### **Green Initiatives**

Nucraft is committed to supporting responsible environmental policies and practices in all that we do. We strive for sustainability, weighing our business decisions against the costs to the ecological, social and economic systems they affect. To that end, following are just some of the practices we follow in support of our environmental beliefs:

- Our products are manufactured to meet one or more of the following credit requirements of the U.S. Green Building Council's LEED Rating Systems. (Please reference individual Environmental Statements for product specific attributes):
- Credit MR 4.1 - Recycled Content (10%)
- Credit MR 4.2 - Recycled Content (20%)
- Credit EQ 4.5 - Low Emitting Materials: Systems Furniture and Seating
- Credit MR 7 - Certified Wood (50%)

We buy hardwood veneers grown in U.S. forests managed for sustainable yields.

Our finishes are formulated for employee safety and low environmental impact, and we meet, and often far exceed, all government emissions standards

We have Environmental Management System (EMS) practices in place that support the reduction of waste and promote recycling throughout our workplace

We contribute corporate resources to organizations that share our respect and commitment to the environment

As a manufacturer of high quality wood furniture, we understand the obligation we owe Nature for our success. We acknowledge this debt by striving to be environmentally sensitive in all that we do.

Nucraft Sustainable Policy and Brochure are included in this proposal binder.

### **Vendor Certifications**

To the best of our knowledge Nucraft does not have any licenses, registrations, or certifications issued by any Federal, State, or Local governments that would apply to this request.

If there are any such licenses, registrations, or certifications that Nucraft should become aware of or is issued we will promptly provide them to NCPA.



**National Cooperative Purchasing Alliance**  
**RFP # 24-22**

**Tab 5**  
Products and Services

The following identifies the products that Nucraft will provide under the contract:

**Products**

- Case Goods
- Filing-Storage
- Lounge/Reception
- Workstation
- Tables
- Conference Room
- Classroom Furniture & Library
- Occasional Tables and Benching
- Training Tables

The following identifies the services available under the contract:

**Services**

- Planning
- Lay-out/design support
- Ordering support and assistance
- Order logistics
- Delivery logistics
- Installation
- Post Installation product orientation
- Move Management

The following presents how Nucraft will handle the identified items listed in the RFQ:

**Local Representation**

Local representation, marketing of the contract, customer presentations/meetings, sales activities, and overall local management of contract sales activities will be led our national network of Authorized Independent Representatives. These Representatives provide direct interface and coordination between the customer, the participating dealer, and Nucraft to insure responsive, accurate, supportive representation of Nucraft and the contract.

A national network of trained and experienced dealers provide day-to-day customer support and service for the customers of this contract. Dealers provide the direct project, planning, ordering, installation, and post-installation support and service for customers of the NCPA contract. A list of dealers is attached in this TAB section.

# NUCRAFT

## **Product Support**

Nucraft standard, catalog products represent one of the broadest, most responsive lines of product solutions in the marketplace. In response to customer requirements Nucraft has the ability to provide custom solutions to meet specific customer needs that might not be available with industry standard products.

Product Engineers are engaged in special product requests to assess the special product requirements and provide detail drawings to assure that solutions meet the quality and functional standards of Nucraft and the industry.

## **Delivery and Installation**

Delivery of product is, at the customer selection, either shipped to the installation location (providing delivery site meets delivery requirements per freight terms) or to the servicing dealer location for re-delivery and installation.

Nucraft Customer Service, Regional Sales Manager, and the Nucraft Representative are engaged in the product delivery schedule, delivery, and installation schedule to provide any necessary support, information, or assistance.

## **Warehousing**

When necessary the local Nucraft dealer can provide warehousing of product, and arrange for the logistics and coordination of the delivery and product installation at the customer site.

## **Warranty & Claims**

Product warranty issues and freight claims are handled by the local Nucraft dealer. Product warranty issues are reviewed for best remedy and are provided best possible repair or replacement solution. Freight claims are filed by the Nucraft dealer or the installation contractor contracted by the Nucraft dealer. The Nucraft Representative, Sales Champion, and Customer Service Representative are notified and engaged in the remedy of all warranty issues or freight claims.

## **In-stock Furniture**

As Nucraft products are manufactured to order it does not stock products for delivery.

# NUCRAFT

## **National Cooperative Purchasing Alliance RFP # 24-22**

### **Tab 8 Value Added Products and Services**

Nucraft continuously strives to lead the industry with innovative products and programs that support the effectiveness and efficiency of our customers.

Examples of these resources, available to customers of the NCPA contract include:

#### **Product Innovation**

**Meeting Tables:** Comprehensive lines of Meeting Space tables encompassing a broad spectrum of applications- from a formal executive conference room to very informal huddle or stand-up meeting areas. This product offering spans multiple budget tiers and provides many material and feature options. Nucraft is annually the recognized leading brand name for conferencing solutions.

**Case Goods:** Full breadth of executive wood case goods products fitting multiple price points. Extensive abilities to configure products to fit various room layouts and individual needs.

Nucraft product innovations have resulted in fourteen (14) NEOCON product development awards over the past five (12) years

Nucraft's full line of responsive product offerings can be viewed at [www.nucaft.com](http://www.nucaft.com).

#### **Product Response**

Nucraft is a state-of-the-art vertically integrated manufacturing facility that is designed to accommodate customized product requests. This flexibility permits Nucraft to provide solution options to best respond to customer needs,

#### **Design/Specification/Layout**

#### **iSpec**

# NUCRAFT

"iSpec" is Nucraft's no-cost online product configuration and specification service that saves you time and allows you to be creative while leaving the nuts and bolts to someone else. No special software is required, nor is there any learning curve. All you need is a telephone and an Internet connection.

## **Features and Benefits**

### **Fast and Simple**

- Generates accurate drawings and exact specifications of Nucraft products in real time
- Works in real time via a telephone and Internet connection

### **Accuracy**

- Detailed specifications are generated directly from Nucraft, guaranteeing accuracy

### **Instant Price Quotes**

- For use as budget estimates or exact specifications for final quotes

### **Hard Copy Output, including**

- 2-D and/or 3-D drawings
- Detailed specification with guaranteed accurate pricing
- Estimated lead time

### **Multiple Product Options**

- Casegoods
- Reception Stations
- Conferencing Products
- Training Room Products



# NUCRAFT

## **National Cooperative Purchasing Alliance RFP # 24-22**

### **Tab 9 Innovation**

Nearly 70% of Nucraft business comes from customized solutions. Nucraft designers and engineers are always looking for ways to build on our current portfolio and testing new materials.

Our New Product Development team continues to do research on the needs of the boardroom and continues to find areas of improvement on our existing portfolio.

In recent years, Nucraft has focused on new technologies that can be incorporated into our products, including the newest innovation of wireless charging on our Ascari conference line.

New product solutions to come will include a light scale, height adjustable lectern, new products to support media solutions, and continuing to expand our base options.

# Tab 10 – Required Documents

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- ◆ 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:

Angela Schneider c/o Nucraft

Address:

5151 W. River Dr.

City, State, Zip:

Comstock Park MI 49321

Authorized Signature:



Date:

July 7, 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

Nucraft

Print Name

Angela Schneider

Address

5151 W. River Dr.

City, State, Zip

Comstock Park MI 49321

Authorized signature



Date

July 7, 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

July 7, 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 Nucraft

Address 5151 W. River Dr.

City/State/Zip Comstock Park MI 49321


Telephone No. 616.262.8880

Fax No. \_\_\_\_\_

Email address aschneider@nucraft.com

Printed name Angela Schneider

Position with company Regional Sales 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 8<sup>th</sup>, 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](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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

| Name                              | Cust. ID | City             | State/Prov | Postal Code |
|-----------------------------------|----------|------------------|------------|-------------|
| 1st Class Solutions               | 21664    | Lubbock          | TX         | 79424       |
| 4orm Studio                       | 4022     | Silvis           | IL         | 61282       |
| 5 Star Office Furniture Inc       | 4023     | Avondale Estates | GA         | 30002       |
| A. Pomerantz & Co                 | 18310    | Philadelphia     | PA         | 19109       |
| Ables-Land, Inc                   | 1080     | Tyler            | TX         | 75702       |
| Absolute Office Inc               | 1054     | Dunrobin         | ON         | K0A 1T0     |
| Accent Commercial Furniture, Inc  | 1084     | Albany           | NY         | 12205       |
| ADA Business Supplies             | 2375     | Brooklyn         | NY         | 11205       |
| Advanced Business Interiors       | 1130     | Ottawa           | ON         | K1G 6E1     |
| Advanced Office Environments      | 25439    | Malvern          | PA         | 19355       |
| AFD Contract Furniture Inc        | 1168     | New York         | NY         | 10019       |
| Afeta Camp Peary                  | 57253    | Williamsburg     | VA         | 23188       |
| Agency New York                   | 1170     | New York         | NY         | 10022       |
| Agile Interiors                   | 1179     | Houston          | TX         | 77024       |
| AI Corporate Interiors LLC        | 1178     | Birmingham       | AL         | 35233       |
| AIREA                             | 15519    | Southfield       | MI         | 48335       |
| Alan Desk Business Interiors Inc  | 1211     | Los Angeles      | CA         | 90036       |
| Alfred Williams & Company         | 26341    | Colfax           | NC         | 27235       |
| Alfred Williams Company           | 26339    | Raleigh          | NC         | 27601       |
| Alianza Services LLC              | 1209     | Nyack            | NY         | 10960       |
| Align 1 Solutions LLC             | 1263     | Hudson           | OH         | 44236       |
| All Makes Office Equipment Co     | 1265     | Omaha            | NE         | 68131       |
| All-Business Systems & Design Inc | 26342    | Chantilly        | VA         | 20154       |
| Alliance Corporate Services Inc   | 1255     | Plantation       | FL         | 33322       |
| Alliance Transfer                 | 1256     | Brooklyn         | NY         | 11220       |
| Allwest Furnishings Ltd           | 1267     | Edmonton         | AB         | T5V 0B7     |
| Alternative Business Furniture    | 1240     | Eden Prairie     | MN         | 55344       |
| Ambience Dore                     | 1317     | Burbank          | CA         | 91506       |
| Amercian Sustainable, Inc.        | 1360     | Johnston         | RI         | 02919       |
| American Business Interiors       | 1321     | Melbourne        | FL         | 32902       |
| American Design Associates        | 1329     | Baltimore        | MD         | 21204       |
| American Interiors Inc            | 1342     | Toledo           | OH         | 43615       |
| American Office Equip. Co Inc     | 1350     | Baltimore        | MD         | 21202       |
| AMI Business Interiors            | 1319     | Alexandria       | VA         | 22312       |
| AMO Office Furniture, LLC         | 1318     | Fort Wayne       | IN         | 46898       |
| Antunovich Associates             | 1453     | Chicago          | IL         | 60654       |
| AOI Inc                           | 25440    | Omaha            | NE         | 68138       |
| APG Office Furnishings            | 17389    | Cincinnati       | OH         | 45246       |
| Arbee   Associates                | 1460     | Piscataway       | NJ         | 08854       |
| Arbee Associates                  | 1461     | Gaithersburg     | MD         | 20878       |
| Arctic Office Products            | 1488     | Anchorage        | AK         | 99510       |
| Aref & Associates                 | 1489     | El Segundo       | CA         | 90245       |
| Arenson Office Furnishings Inc    | 1490     | New York         | NY         | 10010       |
| Argonne National Laboratory       | 51743    | Lemont           | IL         | 60439       |
| Ariel Fox Design                  | 1503     | Sherman Oaks     | CA         | 91403       |
| Arizona Furnishings               | 1504     | Phoenix          | AZ         | 85043       |



|                                     |       |                    |         |         |
|-------------------------------------|-------|--------------------|---------|---------|
| Arizona Office Liquidators & Design | 1506  | Phoenix            | AZ      | 85040   |
| Arnold & Associates Int Inc         | 1465  | Baton Rouge        | LA      | 70806   |
| Arnolds Office Furniture, LLC       | 1470  | Bridgeport         | PA      | 19405   |
| Art of Interiors                    | 1501  | Raleigh            | NC      | 27608   |
| Art Shoppe Limited                  | 1500  | Toronto            | ON      | M6M 3E2 |
| Arthur P. O'Hara                    | 1516  | Downers Grove      | IL      | 60515   |
| Artlite Office Supply Company       | 1512  | Atlanta            | GA      | 30324   |
| Associated Office Systems Of        | 1540  | New Orleans        | LA      | 70130   |
| Associates Purchasing Corp          | 1543  | Los Angeles        | CA      | 90014   |
| Atalay & Spade, LLC                 | 1085  | Potomac            | MD      | 20854   |
| Atlanta Office Liquidators Inc      | 1544  | Atlanta            | GA      | 30336   |
| Atlantic Corporate Interiors        | 1547  | Beltsville         | MD      | 20705   |
| Atlantic Group                      | 1548  | New York           | NY      | 10036   |
| Atmosphere Commercial Interiors     | 23018 | Minneapolis        | MN      | 55402   |
| Auburn University                   | 10181 | Auburn             | AL      | 36849   |
| AVI Systems, Inc.                   | 10182 | Eden Prairie       | MN      | 55344   |
| B & C Furniture Solutions           | 2033  | San Diego          | CA      | 92101   |
| B.House USA, LLC                    | 2066  | Coral Gables       | FL      | 33134   |
| Baker Audio Visual                  | 2232  | Norcross           | GA      | 30071   |
| Ball Office Products                | 2108  | Richmond           | VA      | 23230   |
| Barbara Barry Inc                   | 2381  | Los Angeles        | CA      | 90064   |
| Barbour Spangle Design              | 2391  | High Point         | NC      | 27262   |
| Barrows                             | 13213 | Roanoke            | VA      | 24012   |
| Bath Business Services              | 2267  | Shreveport         | LA      | 71120   |
| Bbi-Beau Bureaux Interiors          | 2046  | Costa Mesa         | CA      | 92626   |
| Beaux Arts Group                    | 2307  | Tampa              | FL      | 33634   |
| Beck Total Office                   | 2051  | Albuquerque        | NM      | 87113   |
| Bell Office Furniture               | 2315  | Bedford Hills      | NY      | 10507   |
| Bellia Office Furniture             | 2320  | Woodbury           | NJ      | 08096   |
| Benchmark Design Group              | 39826 | Jacksonville Beach | FL      | 32250   |
| Benhar Office Interiors             | 2337  | New York           | NY      | 10018   |
| Bennett Associates Inc              | 1093  | Seattle            | WA      | 98117   |
| Bernard's Office Furniture, LLC     | 2376  | Woodland Hills     | CA      | 91367   |
| BFD Interiors                       | 2716  | Lubbock            | TX      | 79493   |
| Bialek Corporation                  | 2412  | Rockville          | MD      | 20850   |
| BKM Officeworks                     | 2073  | San Diego          | CA      | 92121   |
| BKM Total Office of Texas, LP       | 2055  | Dallas             | TX      | 75220   |
| Blackburn Young Office Solutions    | 2473  | Vancouver          | BC      | V6E 3V6 |
| Blu Salmon, LLC                     | 3678  | Pensacola          | FL      | 32502   |
| Bluespace Interiors                 | 4850  | Yorba Linda        | CA      | 92887   |
| Boomerang Usa Inc                   | 2524  | Pennsauken         | NJ      | 08110   |
| BOS Orlando                         | 7155  | Lake Mary          | FL      | 32746   |
| Bottom Line Design LLC              | 2562  | Boulder            | CO      | 80301   |
| Brennans Office Interiors Inc       | 2602  | West Chester       | PA      | 19380   |
| Brigham Young University            | 2633  | Provo              | UT      | 84602   |
| Brigholme Interiors Group           | 2635  | Markham            | ONTARIO | L3R 0J3 |
| Britacan Facilities Mgt Group Inc   | 2637  | Toronto            | ON      | M2J 4V8 |

|  |       |                 |         |            |
|--|-------|-----------------|---------|------------|
| Brooks Corning Company                     | 2642  | Vancouver       | BC      | V5Y 1C8    |
| Brothers Business Interiors LLC            | 3030  | Milwaukee       | WI      | 53204      |
| Broussard Group                            | 3044  | San Antonio     | TX      | 78218      |
| Bruce Longhino Group LLC                   | 1052  | Cincinnati      | OH      | 45249      |
| Buckley Redner Design Resource             | 1100  | Chicago         | IL      | 60640      |
| Buffalo Office Interiors, Inc              | 2705  | Buffalo         | NY      | 14213      |
| Building Block Interiors Inc               | 2740  | San Ramon       | CA      | 94583      |
| Building Service Inc                       | 2715  | Waukesha        | WI      | 53225      |
| Burgess & Company                          | 2745  | Birmingham      | AL      | 35209      |
| Business Environments                      | 2916  | Evansville      | IN      | 47715      |
| Business Environments By Ras               | 9024  | East Rochester  | NY      | 14445      |
| Business Environments Corp                 | 2788  | Atlanta         | GA      | 30326      |
| Business Furnishings & Design, Inc         | 2880  | West Des Moines | IA      | 50266      |
| Business Furnishings LLC                   | 2884  | South Bend      | IN      | 46628      |
| Business Furniture Inc (BFI)               | 2915  | Elizabeth       | NJ      | 07202      |
| Business Furniture LLC                     | 2890  | Indianapolis    | IN      | 46268      |
| Business Furniture Sol. Inc dba The Collec | 17049 | Mississauga     | ON      | L4W 3W6    |
| Business Interiors                         | 2975  | Irving          | TX      | 75061      |
| Business Interiors                         | 2973  | Ridgeland       | MS      | 39157      |
| Business Interiors By Staples              | 2445  | Columbia        | SC      | 29224      |
| Business Interiors Inc                     | 2937  | Birmingham      | AL      | 35233      |
| Business Interiors Inc -Reported Out of Bu | 2947  | Mississauga     | ONTARIO | L4Z 1P3    |
| Business Interiors of Idaho, Inc.          | 2953  | Boise           | ID      | 83702      |
| Business Office Systems                    | 3028  | Roselle         | IL      | 60172      |
| Cagi Hotel Supply LLC                      | 2302  | Orlando         | FL      | 32801      |
| Cambia Inc.                                | 2306  | Chicago         | IL      | 60606      |
| Capital Office Systems                     | 4063  | Anchorage       | AK      | 99508      |
| Capitol Business Interiors                 | 4055  | Charleston      | WV      | 25302      |
| Carolina Furnishing + Design               | 23184 | West End        | NC      | 27376      |
| Carolina Office Xchange LLC                | 4146  | Raleigh         | NC      | 27610      |
| Casa Antiqua Inc. dba Niu Urban Living     | 13245 | McAllen         | TX      | 78501      |
| Catalyst                                   | 8067  | Irvine          | CA      | 92614      |
| Catalyst Workplace Activation              | 2950  | Tukwila         | WA      | 98168      |
| Catapult Business Services                 | 2952  | Holland         | MI      | 49424      |
| CBI - Carolina Business Interiors          | 23181 | Charlotte       | NC      | 28217      |
| CBI Group                                  | 5274  | San Antonio     | TX      | 78244      |
| CCG LLC                                    | 9274  | Salt Lake City  | UT      | 84101      |
| CCI, LLC. / Ceretto Commercial Interiors,  | 4199  | Old Saybrook    | CT      | 06475      |
| CDC Designs LLC                            | 2301  | Costa Mesa      | CA      | 92626      |
| Cenero LLC                                 | 4192  | Malvern         | PA      | 19355      |
| CFS Interiors & Flooring                   | 4468  | Eagan           | MN      | 55121-2154 |
| Charlotte Supply Company                   | 4251  | Euclid          | OH      | 44123      |
| Chenega Worlwide Support                   | 15074 | Anchorage       | AK      | 99503      |
| Christianson's Business Furniture          | 4289  | Fargo           | ND      | 58103      |
| CJ & Associates, Inc.                      | 4290  | New Berlin      | WI      | 53151-4136 |
| Coastal Office Solutions                   | 4719  | Victoria        | TX      | 77903      |
| COFCO Group, The                           | 4550  | Philadelphia    | PA      | 19133      |

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|--|-------|--------------------|----|---------|
| Colorado Correctional Industries           | 11203 | Canon City         | CO | 81215   |
| Color-Art Integrated Interiors             | 4410  | St Louis           | MO | 63132   |
| Commercial Design Services                 | 4451  | Tampa              | FL | 33634   |
| Commercial Environments, Inc               | 4457  | Knoxville          | TN | 37932   |
| Commercial Furniture Interiors             | 4489  | Mountainside       | NJ | 07092   |
| Commercial Office Environments             | 4539  | Indianapolis       | IN | 46268   |
| Commercial Office Interiors                | 4530  | Seattle            | WA | 98119   |
| Compass Office Solutions LLC               | 4581  | Miramar            | FL | 33025   |
| Complete Office Products                   | 4584  | Brooklyn           | NY | 11218   |
| Concept + Design                           | 11041 | Locust Valley      | NY | 11560   |
| Concept Design LLC                         | 4602  | Lancaster          | SC | 29720   |
| Conceptos Corporativos                     | 13154 | Col Zedec Santa Fe | ME | 01210   |
| Connors Contract Furniture                 | 4820  | Milton             | MA | 02186   |
| Contemporary Office Interiors              | 12156 | Toronto            | ON | M5V 1E3 |
| Contemporary Office Interiors Ltd          | 4616  | Calgary            | AB | T2G 4M6 |
| Continental Office Furniture Corp          | 4670  | Columbus           | OH | 43229   |
| Contour                                    | 17087 | Seattle            | WA | 98104   |
| Contract Design Associates                 | 4674  | Spokane            | WA | 99202   |
| Contract Furnishers of Hawaii, Inc dba Off | 17382 | Honolulu           | HI | 96813   |
| Contract Furnishings                       | 4685  | Denver             | CO | 80205   |
| Contract Furniture Alliance Inc            | 4686  | Knoxville          | TN | 37932   |
| Contract Furniture Inc                     | 4687  | Tampa              | FL | 33605   |
| Contract Office Group, Inc                 | 4710  | San Jose           | CA | 95035   |
| Contract Resource Group                    | 4716  | Houston            | TX | 77024   |
| Contract Source Interiors                  | 4637  | Gold Hill          | OR | 97525   |
| Contract Workspace                         | 6170  | Newbury Park       | CA | 91320   |
| Coordinated Resources, Inc                 | 4752  | San Francisco      | CA | 94105   |
| Copelin Contract                           | 7448  | Norman             | OK | 73070   |
| Copelin's Office Center                    | 7443  | Norman             | OK | 73069   |
| Core Office Interiors                      | 1562  | Austin             | TX | 78758   |
| Core Office Interiors                      | 1567  | Houston            | TX | 77024   |
| Corinstallation Furniture & Supply LC      | 1568  | Chatham            | IL | 62629   |
| Cornerstone Interiors Inc                  | 4825  | Frisco             | TX | 75034   |
| Corporate Business Interiors               | 4743  | Newport Beach      | CA | 92660   |
| Corporate Concepts                         | 4793  | Columbia           | SC | 29201   |
| Corporate Concepts Inc                     | 4744  | Lombard            | IL | 60148   |
| Corporate Design Choice                    | 4748  | Doral              | FL | 33172   |
| Corporate Design Group                     | 4757  | Roseville          | CA | 95661   |
| Corporate Design Interiors Inc             | 4693  | Waukesha           | WI | 53186   |
| Corporate Environments                     | 4767  | Bethlehem          | PA | 18018   |
| Corporate Environments of Georgia          | 2105  | Atlanta            | GA | 30329   |
| Corporate Environments of Oregon           | 4377  | Portland           | OR | 97209   |
| Corporate Facilities of NJ                 | 4813  | Pennsauken         | NJ | 08109   |
| Corporate Facilities, Inc                  | 4755  | Philadelphia       | PA | 19103   |
| Corporate Furniture Resource               | 4800  | New York           | NY | 10065   |
| Corporate Furniture Solutions              | 4823  | San Jose           | CA | 95110   |
| Corporate Interior Systems                 | 4007  | Phoenix            | AZ | 85040   |

|  |       |                  |    |            |
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| Corporate Interiors                          | 4780  | Maryland Heights | MO | 63146      |
| Corporate Interiors Inc                      | 4785  | New Castle       | DE | 19720      |
| Corporate Interiors, Inc                     | 4778  | Frisco           | TX | 75034      |
| Corporate Interiors, Inc                     | 4008  | St Petersburg    | FL | 33716      |
| Corporate Outfitters, Ltd                    | 4832  | Houston          | TX | 77002      |
| Corporate Source, Ltd                        | 4802  | Dallas           | TX | 75207      |
| Costa Murphy Group                           | 1087  | Charlotte        | NC | 28203      |
| County Office Products, Inc                  | 4821  | Charleston       | IL | 61920      |
| Creative Business Interiors                  | 4834  | Milwaukee        | WI | 53214      |
| Creative Business Interiors                  | 4840  | Raleigh          | NC | 27617      |
| Creative Furnishings & Design                | 4855  | Houston          | TX | 77043      |
| Creative Library Concepts                    | 4860  | Manalapan        | NJ | 07726      |
| Creative Office Environments                 | 4839  | East Providence  | RI | 2914       |
| Creative Office Environments                 | 4846  | Ashland          | VA | 23005      |
| Creative Office Environments                 | 4847  | Framingham       | MA | 01701      |
| Creative Office Pavilion dba Creative Office | 17395 | Boston           | MA | 02210      |
| Creative Office Resources                    | 17403 | Providence       | RI | 02906      |
| Crosley Resource Group LLC                   | 4826  | Bakersfield      | CA | 93301      |
| Crossover Consultants LLC                    | 4835  | New York         | NY | 10003      |
| CS & A Inc                                   | 1060  | Beverly Hills    | CA | 90209-3245 |
| CSI Fullmer                                  | 4808  | Pasadena         | CA | 91101      |
| CTI Working Environments, Inc                | 4186  | Mississauga      | ON | L5T 2T9    |
| Cultura                                      | 4878  | San Diego        | CA | 92122      |
| Custer Workplace Interiors                   | 4885  | Grand Rapids     | MI | 49503      |
| CWC Inc                                      | 4020  | Atlanta          | GA | 30340      |
| Daizu Inc                                    | 5050  | Gardena          | CA | 90248      |
| Dancker                                      | 17280 | Somerville       | NJ | 08876      |
| Darryl Carter Inc                            | 6050  | Washington       | DC | 20001      |
| Darwish Trading                              | 9114  | Doha             | QA | QATAR      |
| David G Rosen Inc                            | 7134  | Jericho          | NY | 11753      |
| Davies Office Refurbishing, Inc              | 5110  | Albany           | NY | 12204      |
| Davis & Davis Interior Design                | 5104  | Farmington Hills | MI | 48334      |
| DBI Business Interiors, Inc                  | 5386  | Lansing          | MI | 48912      |
| De Clercq Office Group                       | 5146  | Rowayton         | CT | 06853      |
| Debner & Company                             | 15267 | Houston          | TX | 77024      |
| DEI Incorporated                             | 29351 | Cincinnati       | OH | 45240      |
| Dekalb Office Environments                   | 5150  | Alpharetta       | GA | 30004      |
| Delaware Audio Visual Integration            | 5174  | Wilmington       | DE | 19801      |
| Delve Interiors, LLC                         | 15046 | Greensboro       | NC | 27409      |
| Department of Justice                        | 50075 | Washington       | DC | 20535      |
| Dept Foreign Affairs & Inter. Trade          | 13096 | Ottawa           | ON | K1A 0G2    |
| Design House                                 | 2530  | Houston          | TX | 77024      |
| Design Hub LLC.                              | 2535  | Guaynabo         | PR | 00968-8007 |
| Design Link LLC                              | 5213  | Lexington        | KY | 40509      |
| Design Plus Inc                              | 5251  | Salt Lake City   | UT | 84102      |
| Design Tec Inc                               | 5255  | Newport Beach    | CA | 92660      |
| Designed Business Interiors                  | 5188  | Topeka           | KS | 66603      |

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|------------------------------------|-------|----------------------|---------|------------|
| Details LLC                        | 5278  | Cumming              | GA      | 30041      |
| Detroit Pencil Company             | 5279  | Troy                 | MI      | 48084      |
| Dimensional Innovations            | 5297  | Overland Park        | KS      | 66203      |
| Direct Office Solutions Inc.       | 6001  | Ft. Lauderdale       | FL      | 33309-2028 |
| Direct Supply, Inc.                | 6005  | Milwaukee            | WI      | 53223-5815 |
| Diversified Resource Group         | 6083  | Peachtree Corners    | GA      | 30071      |
| Diversified Services Bermuda Ltd   | 6100  | Pembroke             | BERMUDA | HM 04      |
| Diversified Systems                | 6101  | Kenilworth           | NJ      | 07033      |
| Divine Design                      | 1022  | Central Point        | OR      | 97502      |
| DJ Walsh Associates, Inc           | 5414  | Danvers              | MA      | 01923      |
| DK Workspaces                      | 5413  | Richmond             | VA      | 23294      |
| Donley Construction, LLC.          | 5454  | Aberdeen             | MD      | 21001      |
| Douron Inc                         | 5375  | Owings Mills         | MD      | 21117      |
| Dpop Culture                       | 5057  | Detroit              | MI      | 48226      |
| Duet Design Partnership            | 1089  | Cherry Hill          | NJ      | 08034      |
| Duncan Aviation                    | 12241 | Lincoln              | NE      | 68524      |
| Dupler Office                      | 5453  | Columbus             | OH      | 43215      |
| Eakes Office Plus                  | 6006  | Grand Island         | NE      | 68802      |
| EAU Claire Business Interiors, Inc | 2601  | Eau Claire           | WI      | 54703      |
| Edge Office LLC                    | 6030  | Raleigh              | NC      | 27622      |
| Edwards and Hill                   | 55505 | Annapolis            | MD      | 22701      |
| efurnitureMax LLC                  | 6049  | Indianapolis         | IN      | 46250      |
| Egyptian Stationers, Inc           | 6067  | Belleville           | IL      | 62220      |
| Element526 LLC                     | 6081  | Birmingham           | AL      | 35205      |
| Elements                           | 6084  | Denver               | CO      | 80205      |
| Elements IV Interiors              | 21605 | Dayton               | OH      | 45414      |
| Elontec, Inc.                      | 13088 | Phoenix              | AZ      | 85043      |
| Emmons Business Interiors          | 6120  | Stevens Point        | WI      | 54481      |
| Empire Office, Inc                 | 6130  | New York             | NY      | 10065      |
| Encompas Corporation               | 6145  | Kansas City          | MO      | 64108      |
| Environmental Interiors Inc        | 6165  | Harrisburg           | PA      | 17112      |
| Environments 4 Business LLC        | 6172  | Akron                | OH      | 44333      |
| Environments at Work               | 6171  | Boston               | MA      | 02210      |
| Envirotech Office Systems          | 6174  | Mississauga          | ON      | L5N 6P8    |
| EON Enterprises Inc                | 6173  | Denver               | CO      | 80223      |
| Essmed Arquitectura SA De CV       | 5433  | Delegacion Alvaro Ob |         |            |
| Ethosource, LLC                    | 5438  | Morgantown           | PA      | 19543      |
| Evensonbest LLC                    | 6231  | New York             | NY      | 10011      |
| EVO Business Environments, Inc     | 6024  | Little Rock          | AR      | 72205      |
| Executive Interior Solutions       | 6246  | Hanover              | MA      | 02339      |
| Executive Interiors                | 6239  | Irving               | TX      | 75039      |
| Executive Office Furniture         | 6242  | Tallahassee          | FL      | 32308      |
| Exterus Business Furniture         | 6266  | Shelburne            | VT      | 05482      |
| Exterus Business Furniture         | 6267  | PORTLAND             | ME      | 04101      |
| Facilitec                          | 7008  | St. Louis            | MO      | 63146      |
| Facilitech Solutions               | 1012  | Farmington Hills     | MI      | 48335      |
| Faciliteq Business Interiors       | 7004  | Las Vegas            | NV      | 89104      |

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|---------------------------------------|-------|------------------|----|------------|
| Faciliteq Nevada, LLC                 | 2891  | Tempe            | AZ | 85281      |
| Facilities Connection, Inc            | 7101  | El Paso          | TX | 79922      |
| Facilities Resource Group             | 7068  | Spanish Fort     | AL | 36527      |
| Facilities Resource Unc               | 7072  | Austin           | TX | 78758      |
| Facility Designs                      | 7009  | Fresno           | CA | 93711      |
| Facility Interiors, Inc               | 7329  | Plano            | TX | 75093      |
| Facility Planners                     | 7014  | Nashville        | TN | 37204      |
| Fashion Institute of Technology       | 7061  | New York         | NY | 10001      |
| Feigus Office Furniture               | 7032  | Wall             | NJ | 07719      |
| Feltus Hawkins Design                 | 7121  | Nashville        | TN | 37203      |
| Fens Associates                       | 7055  | Groveland        | MA | 01834      |
| Fenton Office Supply                  | 7035  | Stillwater       | OK | 74076      |
| Ffkr Architects                       | 7065  | Salt Lake City   | UT | 84151-0324 |
| Florida Business Interiors-Tampa      | 7177  | Tampa            | FL | 33605      |
| Fluid Interiors                       | 18260 | Minneapolis      | MN | 55403      |
| FMSG DBA Facility Mngmt Serv Group    | 2009  | St Louis         | MO | 63132      |
| Focus Interior Products, LLC          | 7170  | Berkeley Heights | NJ | 07922      |
| Ford Audio Video Systems LLC          | 7171  | Oklahoma City    | OK | 73128      |
| Formcraft Interiors, Inc.             | 7175  | Philadephia      | PA | 19103      |
| Forms & Supply, Inc                   | 7201  | Charlotte        | NC | 28213      |
| Forrer Business Int. Inc              | 7210  | Milwaukee        | WI | 53212      |
| Forward Space                         | 7222  | Wood Dale        | IL | 60191      |
| Forward Tilt LLC                      | 7224  | Scottsdale       | AZ | 85251      |
| Four U Office Supplies                | 7228  | Celina           | OH | 45822      |
| Fran Alexandra Interior Design        | 4302  | Fort Mill        | SC | 29708      |
| Franklin Interiors                    | 7265  | Pittsburgh       | PA | 15222      |
| Freedman Office Furniture             | 7268  | Tampa            | FL | 33634      |
| Frost-Barber Inc                      | 7290  | Baton Rouge      | LA | 70809      |
| Furniture Consultants                 | 7295  | New York         | NY | 10018      |
| Furniture Marketing Group             | 7330  | Plano            | TX | 75024      |
| Furniture Solutions for the Workplace | 7501  | Cincinnati       | OH | 45202      |
| Furniture Solutions For Workplace     | 7332  | Cincinnati       | OH | 45242      |
| Furniture Solutions Plus              | 18253 | Winston-Salem    | NC | 27105      |
| Furniturespeak, Inc                   | 7446  | Fairfax          | VA | 22083      |
| G & L Installations                   | 8070  | Houston          | TX | 77038      |
| G.A. Blanco & Sons, Inc               | 8066  | Great Barrington | MA | 01230      |
| G/M Business Interiors                | 8035  | Riverside        | CA | 92501      |
| Gallego Design                        | 8069  | Culver City      | CA | 90230      |
| Gann Office Suppliers                 | 1124  | Columbia         | SC | 29206      |
| Garden Communities                    | 8050  | San Diego        | CA | 92122      |
| Gazor Group, Inc                      | 8088  | San Francisco    | CA | 94108      |
| GBP Direct Inc                        | 8208  | Kenner           | LA | 70062      |
| Gdot Design LLC                       | 17414 | Streetsboro      | OH | 44241      |
| General Office *Bought Out- 17599*    | 8146  | Westfield        | NJ | 07090      |
| General Office Products Inc           | 8180  | Minneapolis      | MN | 55416      |
| General Office Supply Co              | 8145  | Lafayette        | LA | 70502      |
| Genesee Office Interiors,Inc          | 8215  | Rochester        | NY | 14610      |

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|-------------------------------------|-------|------------------|----|---------|
| Gerry Smith Office Products         | 7984  | Rockville        | MD | 77092   |
| GL Seaman And Company               | 8288  | Carrollton       | TX | 75007   |
| Glidden Spina Interiors             | 8285  | West Palm Beach  | FL | 33401   |
| Global Commercial Furnishings, Inc. | 8305  | Boynton Beach    | FL | 33426   |
| Global Concepts                     | 8310  | Carmel Valley    | CA | 93924   |
| Global Office Furniture, LLC        | 8315  | Myrtle Beach     | SC | 29579   |
| Goodmans Interior Structures        | 8345  | Phoenix          | AZ | 85014   |
| Govsolutions Inc                    | 21324 | Virginia Beach   | VA | 23451   |
| Grassroots Contract Interiors       | 8393  | Buffalo          | NY | 14201   |
| Grayscale Design Studio             | 8391  | Seattle          | WA | 98103   |
| Great Openings                      | 8392  | Ludington        | MI | 49431   |
| Grooms Office Systems               | 8458  | Springfield      | MO | 65804   |
| Groundswell Design Group            | 8478  | Philadelphia     | PA | 18931   |
| Guernsey Inc                        | 8464  | Dulles           | VA | 20166   |
| Guny Design Group                   | 8479  | Los Angeles      | CA | 90024   |
| GUY Brown Interiors, LLC            | 8209  | Brentwood        | TN | 37027   |
| Hannaher's, Inc                     | 9065  | Fargo            | ND | 56561   |
| Harkel Office Furniture Ltd         | 9129  | Vaughan          | ON | L4K5X7  |
| Harris Office Furn. Co Inc          | 9108  | Roanoke          | VA | 24016   |
| Hartman Design Group, Inc           | 9102  | Rockville        | MD | 20850   |
| Hatch Purchasing Corporation        | 9028  | Seattle          | WA | 98199   |
| HDW Commercial Interiors            | 9141  | Merrillville     | IN | 46410   |
| Heilu Inc                           | 8477  | La Verne         | CA | 91750   |
| Henricksen & Co Inc                 | 9180  | Itasca           | IL | 60143   |
| Henriksen/Butler Design Group       | 9154  | Salt Lake City   | UT | 84111   |
| Herald Office Supply                | 9190  | Dillon           | SC | 59536   |
| Heritage Business Interiors-Hbi     | 9196  | Calgary          | AB | T2G 4M6 |
| Heritage Office Furnishings Ltd     | 9195  | Vancouver        | BC | V6P 3G2 |
| Herman Miller - Op Spectrum, Llp    | 21685 | Phoenixville     | PA | 19460   |
| Herman Miller Mexico, S.A. De C.V   | 9069  | Ciudad De Mexico |    | 06170   |
| High Interiors                      | 9218  | Irvine           | CA | 92619   |
| Hilton Charlotte Center City        | 6201  | Charlotte        | NC | 28202   |
| Hilton Supply Management, LLC       | 9212  | Mclean           | VA | 90210   |
| Hitouch Business Services           | 12038 | Lavergne         | TN | 37086   |
| Hodges Business Interiors, Inc      | 9252  | Huntsville       | TX | 77320   |
| Holitna Construction                | 4173  | Suisun City      | CA | 94585   |
| Holitna Construction, LLC.          | 4175  | Mount Pleasant   | SC | 29464   |
| Holmes & Brakel Business Interiors  | 9287  | Tampa            | FL | 33619   |
| Holmes & Brakel Limited             | 9286  | Pickering        | ON | L1W 1Z8 |
| Holy Cross Lutheran Church          | 9299  | Jenison          | MI | 49428   |
| Homespun Furniture, Inc             | 9249  | Riverview        | MI | 48192   |
| Hospitality Focused Solutions LLC   | 9312  | Long Beach       | CA | 90806   |
| Hospitality Purchasing Specialists  | 9308  | Auburn           | WA | 90801   |
| HPG International LLC               | 9282  | Walnut Creek     | CA | 94598   |
| Hustons Commercial Interiors        | 9348  | Stuart           | FL | 34997   |
| Hyphn                               | 21505 | Portland         | OR | 97232   |
| IBL Enterprises                     | 12242 | Columbia         | MD | 21045   |

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|-------------------------------------|-------|-------------------|----------|-------|
| ID&A Inc                            | 9378  | Louisville        | KY       | 40208 |
| Ideal Office Solutions, LLC         | 9386  | Methuen           | MA       | 01844 |
| IE Connect LLC                      | 9384  | Denver            | CO       | 80202 |
| IHO Corporation                     | 9369  | El Paso           | TX       | 79932 |
| III Office Resource Group           | 9368  | Carrollton        | TX       | 75006 |
| Image Business Interiors            | 10051 | Virginia Beach    | VA       | 23454 |
| Imageworks LLC                      | 10074 | Memphis           | TN       | 38118 |
| Impact Interiors Group Inc          | 17300 | Plymouth          | MN       | 55441 |
| Indoff Incorporated                 | 17302 | St. Louis         | MO       | 63146 |
| Info Com Business Products          | 10016 | Altadena          | CA       | 91214 |
| Innerplan Office Interiors          | 1496  | Maumelle          | AR       | 72113 |
| Innerspace Architectural Interiors  | 4818  | Ft Walton Beach   | FL       | 32548 |
| Innovative Business Furniture, Inc  | 10057 | Springdale        | AR       | 72762 |
| Innovative Commercial Environments  | 10039 | San Diego         | CA       | 92121 |
| Innovative Intelligent Design Inc   | 10061 | Lafayette         | LA       | 70501 |
| Innovative Office Solutions Inc     | 10065 | Burnsville        | MN       | 55337 |
| Innovative Office Solutions, Inc    | 10067 | Maria Stein       | OH       | 45860 |
| Insalco Corporation                 | 10068 | Wallingford       | CT       | 06492 |
| Inside Elements LLC                 | 14070 | Salt Lake City    | UT       | 84106 |
| Inside Source                       | 14068 | San Carlos        | CA       | 94070 |
| Inside The Lines                    | 14075 | Columbia          | MO       | 65202 |
| Institutional Interiors Inc         | 10073 | Raleigh           | NC       | 27615 |
| Integrated Facility Systems, Inc    | 10121 | Tallahassee       | FL       | 32301 |
| Intelligent Commercial Environments | 2284  | Greenwood Village | CO       | 80111 |
| Intelligent Interiors, Inc          | 10085 | Addison           | TX       | 75001 |
| Intereum Inc                        | 17394 | Plymouth          | MN       | 55441 |
| Interior Alliance                   | 10115 | Farmington        | UT       | 84025 |
| Interior Elements LLC               | 2010  | Ridgeland         | MS       | 39157 |
| Interior Environments, LLC          | 10178 | Novi              | MI       | 48076 |
| Interior Focus Inc                  | 10139 | Cleveland         | OH       | 44111 |
| Interior Image Group Inc            | 10140 | Crown Point       | IN       | 46307 |
| Interior Investments LLC            | 10148 | Milwaukee         | WI       | 53202 |
| Interior Investments of St Louis    | 17401 | St. Louis         | MO       | 63143 |
| Interior Investments, Inc           | 10164 | Lincolnshire      | IL       | 60069 |
| Interior Landscapes                 | 4998  | Kansas City       | MISSOURI | 64108 |
| Interior Logistics                  | 10130 | Tulsa             | OK       | 74105 |
| Interior Possibilities              | 10226 | Longhorne         | PA       | 19053 |
| Interior Resource Group             | 17889 | Crystal River     | FL       | 34429 |
| Interior Resources                  | 15666 | Dallas            | TX       | 75207 |
| Interior Services Inc               | 10171 | Cincinnati        | OH       | 45240 |
| Interior Showplace Ltd              | 10176 | Honolulu          | HI       | 96814 |
| Interior Solutions                  | 21075 | Salt Lake City    | UT       | 84101 |
| Interior Workplace Solutions        | 10191 | Allentown         | PA       | 18106 |
| Interiors By Guernsey               | 10224 | Dulles            | VA       | 20166 |
| Interiors For Business              | 10156 | Oklahoma City     | OK       | 73103 |
| Interiors For Business Inc          | 10232 | Batavia           | IL       | 60510 |
| Interoffice                         | 10145 | Fargo             | ND       | 58102 |



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| Interphase, Inc                           | 10150 | Grand Rapids     | MI             | 49503   |
| Interscape Commercial Environments        | 15678 | Farmington       | CT             | 06032   |
| Interspace Limited                        | 4630  | Lexington        | KY             | 40507   |
| Iowa Illinois Office Solutions            | 10220 | Davenport        | IA             | 52807   |
| ISCG                                      | 10170 | Royal Oak        | MI             | 48067   |
| ISpace Furniture, Inc dba Ispace Environn | 9367  | Eden Prairie     | MN             | 55344   |
| J & M Procurement                         | 1223  | Ft. Lauderdale   | FL             | 33315   |
| J Design Studio                           | 11037 | San Diego        | CA             | 92117   |
| J L Business Interiors                    | 11038 | West Bend        | WI             | 53090   |
| J. Tyler Services, Inc                    | 23235 | Houston          | TX             | 77092   |
| Jasper Seating Company                    | 50000 | Jasper           | IN             | 47546   |
| JC White Office Furniture                 | 26232 | Miramar          | FL             | 33025   |
| Jefferson Group LLC                       | 11064 | Stamford         | CT             | 06906   |
| JMJ Corporation                           | 10225 | Richmond         | VA             | 23294   |
| Joan Behnke & Associates                  | 14040 | Los Angeles      | CA             | 90025   |
| Jodi Macklin Design                       | 11109 | Chevy Chase      | MD             | 20815   |
| John A. Marshall Co                       | 15160 | Lenexa           | KS             | 66219   |
| John Bull Limited                         | 10233 | Nassau           | NEW PROVIDENCE |         |
| John Watts Assoc. Inc                     | 26090 | East Hartford    | CT             | 06108   |
| Jones Lang Lasalle Americans              | 11110 | Chicago          | IL             | 60694   |
| Jordy Carter, Inc                         | 11107 | Denver           | CO             | 80210   |
| JPL Associates                            | 58233 | Sarasota         | FL             | 34238   |
| Jules Seltzer Associates                  | 21289 | Beverly Hills    | CA             | 90048   |
| K Offices                                 | 12035 | Manalapan        | NJ             | 07726   |
| K4 Interiors LLC                          | 12011 | Cincinnati       | OH             | 45203   |
| Kahl Commercial Interiors, Inc            | 12017 | Reno             | NV             | 89502   |
| Kairos Interiors                          | 12013 | Cerritos         | CA             | 90703   |
| Kathleen A Colson Associates Inc          | 1098  | East Amherst     | NY             | 14501   |
| Kathy Andrews Interiors Inc               | 12034 | Houston          | TX             | 77054   |
| Kayhan International                      | 12015 | Schaumburg       | IL             | 60173   |
| KBM-Hogue                                 | 12003 | San Jose         | CA             | 95113   |
| KDA Office Furniture Solutions            | 4824  | Lexington        | KY             | 40504   |
| KDI Design Inc                            | 4694  | Geneva           | IL             | 60134   |
| Keaton Interiors                          | 12089 | Dallas           | TX             | 75244   |
| Keeney's Office Supply                    | 12091 | Redmond          | WA             | 98052   |
| Kentwood Office Furniture                 | 12198 | Grand Rapids     | MI             | 49512   |
| Kerr Office Group                         | 12114 | Elizabethtown    | KY             | 42701   |
| Kershner Office Furniture, Inc            | 12122 | King of Prussia  | PA             | 19406   |
| KEY International, Inc                    | 12143 | New York         | NY             | 10017   |
| King Business Interiors                   | 12154 | Columbus         | OH             | 43212   |
| Kirsten Sales                             | 1069  | Bolton           | ON             | L7E 2N5 |
| Knoll                                     | 12201 | North Greenville | PA             | 18041   |
| Koch Brothers                             | 12200 | Des Moines       | IA             | 50309   |
| Komo Reps                                 | 1095  | Kansas City      | MO             | 64110   |
| KOR LLC                                   | 12226 | Cedar Rapids     | IA             | 52403   |
| KPC Architectural Products, Inc           | 12239 | Lexington        | KY             | 40509   |
| KSM Design Source LLC                     | 1091  | Dallas           | TX             | 75248   |

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|-------------------------------------|-------|------------------|-------------------|------------|
| KSM Resources Inc                   | 1092  | Houston          | TX                | 77004      |
| Kuchar                              | 1097  | Chicago          | IL                | 60622      |
| KV Workspace LLC                    | 12236 | Mandeville       | LA                | 70448      |
| KW Design Resource                  | 1099  | St. Louis        | MO                | 63129      |
| L&M Office Furniture                | 12270 | Tulsa            | OK                | 74145      |
| Lane Office Furniture               | 13070 | New York         | NY                | 10018      |
| Lauren James Studio                 | 13087 | Grand Rapids     | MI                | 49503      |
| Lawai Design                        | 13081 | Honokaa          | HI                | 96727      |
| LCS Contract Services               | 13143 | Dallas           | TX                | 75248      |
| Legacy Group                        | 11193 | Renton           | WA                | 98057      |
| Lerdahl Business Interiors          | 13159 | Middleton        | WI                | 53562      |
| Lesly Maxwell Interiors Inc         | 13163 | Juno Beach       | FL                | 33408      |
| Letourneau Interests, Inc           | 13162 | Houston          | TX                | 77092      |
| Lewis Stevenson Office Solutions    | 1200  | New York         | NY                | 10001      |
| Lexington Group Inc                 | 4650  | West Springfield | MA                | 01089      |
| Liberty Casework, LLC               | 13205 | Tacoma           | WA                | 98466      |
| L'Image Design Studio               | 13202 | Glenwood         | MD                | 21738      |
| Lines                               | 1082  | Denver           | CO                | 80212      |
| Lines Furniture, Div of Interplan   | 13210 | Tysons           | VA                | 22182      |
| LJ Duffy Inc                        | 13028 | New York         | NY                | 10001      |
| LLV Office Concepts, LLC            | 13171 | Saratoga Springs | NY                | 12866      |
| Lockwood, Inc                       | 13250 | Buffalo          | NY                | 14225      |
| Lorenz And Associates               | 13269 | Fresno           | CA                | 93720      |
| Loth, Inc                           | 20382 | Cincinnati       | OH                | 45241      |
| Louer Facility Planning             | 69745 | Collinsville     | IL                | 62234      |
| Louisiana Office Supply             | 13316 | Baton Rouge      | LA                | 70806      |
| LPS Office Interiors                | 2770  | Levittown        | NY                | 11756      |
| M&M Office Interiors                | 15020 | Pewaukee         | WI                | 53072      |
| M. Hanson & Company, Inc            | 9110  | Ft. Lauderdale   | FL                | 33305      |
| M.S. VICAS INTERIORS, LLC           | 15001 | WASHINGTON       | DISTRICT OF COLUM | 20007      |
| M3 Office Inc                       | 15022 | South Pasadena   | CA                | 91030      |
| Machabee Office Environments        | 15650 | Sparks           | NV                | 89431      |
| Madden Business Interiors           | 15056 | Henderson        | NV                | 89074      |
| Mahla Office Equipment              | 15060 | Pittsburgh       | PA                | 15222      |
| Marathon Office Products Inc        | 15099 | Columbia         | MO                | 65201      |
| Marriott International Design       | 15145 | Bethesda         | MD                | 20817      |
| Martin Public Seating Inc           | 26504 | Chardon          | OH                | 44024      |
| Marx Moda                           | 13090 | Detroit          | MI                | 49512      |
| Maryland Office Interiors Inc (MOI) | 15155 | Baltimore        | MD                | 21230      |
| Mason, Inc                          | 15175 | Savannah         | GA                | 31412      |
| Mayo Foundation                     | 15270 | Rochester        | MN                | 55905      |
| MBI Systems / Office Pavilion       | 17450 | Seattle          | WA                | 98124      |
| Mc Designers, Inc.                  | 15039 | Miami            | FL                | 33175-6773 |
| Mcaleer's Office Furniture Co       | 14092 | Mobile           | AL                | 36607      |
| McCoy-Rockford Inc                  | 15033 | Houston          | TX                | 77024      |
| McCrum's Office Furnishings         | 15037 | Calgary          | AB                | T2H 0C8    |
| Mcglynn Associates                  | 1018  | Reading          | MA                | 01867      |

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|---|-------|------------------|----|---------|
| McKinney Office Supply, Inc               | 15325 | Mckinney         | TX | 75069   |
| McNalley Office & Upholstery Service Inc. | 15330 | Saginaw          | MI | 48609   |
| McWaters Inc                              | 14045 | Columbia         | SC | 29202   |
| Meadows Office Interiors                  | 7080  | New York         | NY | 10022   |
| Medical Resources                         | 15311 | Lewis Center     | OH | 43035   |
| Melanie Olson Interiors, LLC              | 4888  | Cedar Rapids     | IA | 52403   |
| Memphis Business Interiors                | 15339 | Memphis          | TN | 38118   |
| Merchants Office Furniture                | 15342 | Denver           | CO | 80205   |
| Mexico Rep                                | 1055  |                  |    |         |
| MG West Company, Inc                      | 26210 | San Francisco    | CA | 94105   |
| MI Concepts LLC                           | 1096  | Old Greenwich    | CT | 06870   |
| Michael Shannon Interior                  | 15366 | Philadelphia     | PA | 19107   |
| Michigan Office Environments              | 15390 | Kalamazoo        | MI | 49009   |
| Midcity Office Equipment Inc              | 15400 | Buffalo          | NY | 14214   |
| Midwest Office                            | 15428 | Salt Lake City   | UT | 84101   |
| Midwest Office Interiors                  | 15430 | Woodridge        | IL | 60517   |
| Miles Treaster & Associates               | 15455 | Sacramento       | CA | 95811   |
| Miller's Supplies at Work                 | 15472 | Newington        | VA | 22122   |
| Milyu Creative Environments               | 1044  | Coquitlam        | BC | V3J 3A6 |
| misc payment                              | 1     |                  |    |         |
| Missco Contract Sales, LLC                | 10190 | Flowood          | MS | 39232   |
| Mitsch Design, Inc.                       | 10200 | Carmel           | IN | 46032   |
| MLG Design Group LLC                      | 15480 | Midland          | TX | 79703   |
| Modern Business Interiors                 | 15549 | St. Charles      | MO | 63303   |
| Modular Office Environments, Inc          | 15552 | Oakland Park     | FL | 33311   |
| Momentum Procurement Group                | 26346 | Gladstone        | OR | 97027   |
| Moore Design Group                        | 15630 | Dallas           | TX | 75204   |
| MR. Ricky's House of Design               | 15660 | Halehorpe        | MD | 21227   |
| MT. Lebanon Office Equipment              | 15674 | Pittsburgh       | PA | 15216   |
| Munson Business Interiors Ste 100         | 15654 | Louisville       | KY | 40206   |
| N.I. Systems Inc                          | 16131 | Bronxville       | NY | 10708   |
| Nashville Office Interiors (NOI)          | 16020 | Nashville        | TN | 37203   |
| National Business Supply Inc              | 16033 | Troy             | MI | 48083   |
| National Project Group                    | 4351  | Cherry Hill      | NJ | 08003   |
| Navajo Office Products LLC                | 4388  | Amarillo         | TX | 79101   |
| Neeyar Distributors                       | 16128 | Monsey           | NY | 10952   |
| Nelson Zimmererman Design                 | 16136 | Carmel Valley    | CA | 93924   |
| New Day Office Products                   | 16091 | Suffolk          | VA | 23435   |
| New Tangram LLC                           | 17761 | Santa Fe Springs | CA | 90670   |
| Newground                                 | 2121  | Chesterfield     | MO | 63021   |
| Newspace Inc                              | 16096 | St Louis         | MO | 63114   |
| Niche Home Furnishing And Design          | 13241 | St. Louis        | MO | 63102   |
| NM Design                                 | 16156 | Chicago          | IL | 60611   |
| Nucraft Furniture Co.                     | 1023  | Comstock Park    | MI | 49321   |
| Nucraft Samples                           | 16313 |                  | MI | 49321   |
| Nucraft Trade Show                        | 16312 |                  | MI | 49321   |
| Nuspace Corporate Interiors               | 16317 | Campbell         | CA | 95008   |

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| NW Office Interiors                        | 16321 | Milwaukie         | OR          | 97222 |
| Objekts LLC                                | 17695 | Seattle           | WA          | 98121 |
| OCI Office Concepts Inc                    | 17010 | Beverly           | MA          | 01915 |
| OEC Business Interiors                     | 17088 |                   | GAINESVILLE | FL    |
| Office Coordinators, Inc                   | 17241 | Chattanooga       | TN          | 37408 |
| Office Creations Inc                       | 17245 | Norcross          | GA          | 30071 |
| Office Depot                               | 21441 | El Paso           | TX          | 33915 |
| Office Design Concepts LLC                 | 17073 | Houston           | TX          | 77041 |
| Office Dimensions, Inc                     | 17080 | Miami             | FL          | 33137 |
| Office Elements Group                      | 8100  | Sioux City        | IA          | 51101 |
| Office Environments                        | 17125 | Bristol           | PA          | 19007 |
| Office Environments                        | 19005 | Birmingham        | AL          | 35203 |
| Office Environments & Services             | 17165 | Jacksonville      | FL          | 32207 |
| Office Environments International          | 17142 | Arlington         | VA          | 22206 |
| Office Environments, Inc                   | 15475 | Charlotte         | NC          | 28241 |
| Office Furniture Center, Inc               | 17187 | Tampa             | FL          | 33606 |
| Office Furniture Concepts, Inc             | 17063 | Wilkesboro        | NC          | 28697 |
| Office Furniture Direct, INC               | 1174  | Farmingdale       | NY          | 11735 |
| Office Furniture Group                     | 17192 | Irvine            | CA          | 92612 |
| Office Furniture Heaven                    | 17194 | New York          | NY          | 10011 |
| Office Furniture Inc                       | 17190 | Newington         | CT          | 06111 |
| Office Furniture Now                       | 17064 | Austin            | TX          | 78744 |
| Office Furniture Outfitters                | 17174 | Knoxville         | TN          | 37916 |
| Office Furniture Service, Inc.             | 17179 | Secaucus          | NJ          | 07094 |
| Office Furniture Solutions                 | 17180 | Commerce Township | MI          | 48390 |
| Office Furniture Solutions                 | 17181 | Holladay          | UT          | 84117 |
| Office Furniture Solutions                 | 1177  | Pompano Beach     | FL          | 33064 |
| Office Furniture Source                    | 17200 | Cincinnati        | OH          | 45241 |
| Office Furniture Warehouse, Inc            | 17206 | Pompano Beach     | FL          | 33069 |
| Office Images, Inc                         | 17724 | Roswell           | GA          | 30076 |
| Office Images, Inc                         | 10080 | Rockville         | MD          | 28050 |
| Office Innovations                         | 17582 | Ridgeland         | MS          | 39157 |
| Office Interior Concepts                   | 17305 | Portland          | OR          | 97223 |
| Office Interiors                           | 17301 | Granger           | IN          | 46530 |
| Office Interiors                           | 17295 | Collierville      | TN          | 38017 |
| Office Interiors & Design                  | 17311 | Lincoln           | NE          | 68510 |
| Office Interiors Inc                       | 17338 | Atlanta           | GA          | 30350 |
| Office Interiors Limited                   | 17335 | Dover             | NH          | 03820 |
| Office Interiors LLC                       | 1144  | Oklahoma City     | OK          | 73102 |
| Office Liquidation Inc                     | 17377 | Orlando           | FL          | 32805 |
| Office Max - OM Workspace                  | 2500  | El Paso           | TX          | 79998 |
| Office Resources Inc dba Creative Office I | 17388 | Boston            | MA          | 02210 |
| Office Resources, Inc dba Creative Office  | 17043 | Louisville        | KY          | 40201 |
| Office Revolution                          | 17846 | Columbus          | OH          | 43215 |
| Office Revolution III LLC                  | 17847 | Raleigh           | NC          | 27609 |
| Office Revolution, LLC                     | 17844 | Bannockburn       | IL          | 60015 |
| Office Scapes, Inc                         | 21291 | Bartlett          | TN          | 38133 |

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|-----------------------------------|-------|------------------|----------|--------|
| Office Service Company            | 17845 | Reading          | PA       | 19605  |
| Office Solutions                  | 17052 | Mansfield        | MA       | 02048  |
| Office Space, Inc                 | 17378 | Oak Park         | IL       | 60301  |
| Office Works Inc                  | 17593 | Burlington       | MA       | 01803  |
| Office Works New York Inc         | 17599 | New York         | NY       | 10010  |
| Office World Inc                  | 17623 | Eugene           | OR       | 97402  |
| Offices Ltd, Inc                  | 17340 | New York         | NY       | 10036  |
| Officescapes, Inc                 | 21287 | Denver           | CO       | 80238  |
| Officesource, Ltd                 | 17597 | San Antonio      | TX       | 78215  |
| Officewise Furniture & Supply     | 9197  | Amarillo         | TX       | 79452  |
| Officeworks DC Inc                | 17298 | Falls Church     | VA       | 22046  |
| Officeworks of New England, Inc   | 17598 | York             | ME       | 03909  |
| Officeworks Pennsylvania, Inc     | 26462 | Plymouth Meeting | PA       | 19462  |
| Officeworks Services LLC          | 17393 | Fishers          | IN       | 46037  |
| Officeworks South                 | 12243 | Atlanta          | GA       | 30318  |
| Offix Systems                     | 17440 | Allentown        | PA       | 18101  |
| Ohio Desk Company                 | 17640 | Cleveland        | OH       | 44115  |
| Omega Commercial Interiors        | 17674 | Morgantown       | WV       | 26508  |
| Omnifics, Inc                     | 17677 | Alexandria       | VA       | 22303  |
| One Diversified LLC               | 13220 | Kenilworth       | NJ       | 07033  |
| One Eleven Design                 | 17681 | Fort Wayne       | IN       | 46802  |
| One Maple                         | 17624 | Anaheim          | CA       | 92806  |
| One Workplace                     | 13225 | Santa Clara      | CA       | 95050  |
| Onesource Office Interiors Inc    | 17675 | Portland         | OR       | 97210  |
| OP                                | 17397 | Houston          | TX       | 77040  |
| Opensquare                        | 2140  | Seattle          | WA       | 98108  |
| Osco                              | 17686 | Decatur          | AL       | 35602  |
| Osterman Cron, Inc                | 17687 | Cincinnati       | OH       | 45242  |
| Ottawa Business Interiors Ltd     | 17712 | Nepean           | ON       | K2E7J4 |
| Pacific Office Furnishings        | 17728 | Portland         | OR       | 97204  |
| Pacific Office Interiors          | 17727 | Agoura Hills     | CA       | 91301  |
| PacificWRO                        | 21686 | Portland         | OR       | 97232  |
| Palazzo Interiors                 | 18015 | New York         | NY       | 10038  |
| Pannello Systems LLC              | 1011  | Bristol          | RI       | 02809  |
| Paragon Commerical Interiors      | 18030 | Davenport        | IA       | 52801  |
| Parameters Ltd                    | 18036 | Minneapolis      | MN       | 55402  |
| Parron Hall Office Interiors      | 18065 | San Diego        | CA       | 92123  |
| Partnr Haus Interiors             | 17951 | Birmingham       | MICHIGAN | 48009  |
| Patti Wilbourne Designs           | 17960 | Mount Pleasant   | SC       | 29464  |
| Peabody Office Furniture Corp     | 18110 | Boston           | MA       | 02110  |
| Pear Workplace Solutions          | 18130 | Denver           | CO       | 80202  |
| Peoplespace                       | 10214 | Irvine           | CA       | 92614  |
| Peoplespace                       | 10227 | San Jose         | CA       | 95110  |
| Perdue Office Interiors, Inc      | 18200 | Jacksonville     | FL       | 32202  |
| Perfect Fit Ergonomics            | 17719 | Thousand Oaks    | CA       | 91360  |
| Perimeter Office Products         | 17720 | Lawrenceville    | GA       | 30043  |
| Peterson Quality Office Furniture | 18524 | Billings         | MT       | 59101  |

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| Pettus Office Products                   | 14080 | Little Rock       | AR      | 72204   |
| Pigott Inc / Office Pavilion             | 18249 | Des Moines        | IA      | 50312   |
| Pioneer Contract Services, Inc           | 18282 | Houston           | TX      | 77055   |
| Pittsburgh Rep                           | 1094  | Pittsburgh        | PA      | 15222   |
| Pivot Interiors                          | 4756  | Santa Clara       | CA      | 95054   |
| PKJ International                        | 18302 | Stafford          | TX      | 77477   |
| Plan B Office Inc                        | 18288 | Toronto           | ON      | M5A-1K9 |
| PMC Commercial Interiors                 | 17716 | Raleigh           | NC      | 27607   |
| PMC Commercial Interiors                 | 17717 | Charleston        | SC      | 29405   |
| POI Business Interiors                   | 18308 | North York        | ON      | M2H 3S8 |
| Pradere Manufacturing Corp               | 18340 | Hialeah           | FL      | 33014   |
| Preferred Office Products Inc            | 1112  | Irving            | TX      | 75038   |
| Premier Office Solutions Inc             | 18329 | Willow Grove      | PA      | 19040   |
| Prentice Office Environments             | 18330 | Buffalo           | NY      | 14202   |
| Prevolv                                  | 10058 | St. Paul          | MN      | 55114   |
| Price Modern of Baltimore                | 18350 | Baltimore         | MD      | 21211   |
| Productive Business Interiors, Inc       | 18385 | Fort Wayne        | IN      | 46802   |
| Professional Office Env., Inc            | 18382 | Maryland Heights  | MO      | 63043   |
| Professional Systems Installations, Inc. | 18360 | Ft. Wayne         | INDIANA | 46809   |
| Projex Inc                               | 25026 | Denver            | CO      | 80202   |
| Prouve Contract Furniture                | 1027  | San Francisco     | CA      | 94105   |
| Purchasing Management International      | 18426 | Dallas            | TX      | 75244   |
| Pure Workplace Solutions                 | 18439 | Kansas City       | MO      | 64111   |
| Purgistics LLC                           | 18440 | Woodlawn          | MD      | 21207   |
| Q+E Design Source, LLC                   | 18400 | Denver            | CO      | 80238   |
| Quality Office Interiors LLC             | 18424 | Overland Park     | KS      | 66213   |
| Quick Shop Office                        | 20000 | New York          | NY      | 10001   |
| Quickturn Concepts Inc                   | 20013 | Salt Lake City    | UT      | 84101   |
| R3 Office Solutions                      | 20014 | Duluth            | GA      | 30097   |
| Raven Studio                             | 6998  | London            | ON      | N6H 5L6 |
| RCF Group/River City Furniture           | 20192 | West Chester      | OH      | 45069   |
| RDG Planning & Design                    | 20197 | St. Louis         | MO      | 63143   |
| re District                              | 22119 | Alexandria        | VA      | 22314   |
| Red Thread                               | 20098 | Boston            | MA      | 02210   |
| Reno Business Interiors                  | 9318  | Reno              | NV      | 89501   |
| Reseat LLC.                              | 9320  | San Jose          | CA      | 95125   |
| Resource Design Interiors                | 26285 | San Francisco     | CA      | 94107   |
| Resource One of Illinois Ltd             | 20136 | Springfield       | IL      | 62701   |
| Resource Partnership Inc                 | 20015 | King of Prussia   | PA      | 19406   |
| Resource Room                            | 20018 | Nixa              | MO      | 65714   |
| Resources of Kansas City                 | 20017 | North Kansas City | MO      | 64116   |
| Retirement Systems of Alabama            | 20101 | Montgomery        | AL      | 36130   |
| Rework, LLC                              | 1458  | Chicago           | IL      | 60644   |
| RGO Office Products Edmonton Ltd         | 20016 | Edmonton          | AB      | T2A 4Y6 |
| Richmond Office Interiors                | 20198 | Richmond          | VA      | 23261   |
| Rieke Office Interiors, Inc              | 20095 | Elgin             | IL      | 60123   |
| Rightsize Facility Performance           | 21072 | Chicago           | IL      | 60644   |

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| Rio Grande Contract Furnishings, Inc. d/b/ | 20181 | El Paso         | TX | 79901      |
| River's Edge Design                        | 20185 | Winston-Salem   | NC | 27101      |
| RJE Business Interiors, Inc                | 20020 | Indianapolis    | IN | 46202      |
| Roberts Office Interiors                   | 20195 | Rome            | NY | 13441      |
| Robyn Hughes Interiors Inc                 | 20200 | Plantation      | FL | 33317      |
| Royal Business Interiors                   | 21725 | York            | PA | 17403      |
| Royer & Schutts                            | 21730 | Fort Worth      | TX | 76107      |
| RS Reps                                    | 1061  | Atlanta         | GA | 30303      |
| Sales West Group Inc                       | 1041  | Scottsdale      | AZ | 85254      |
| Salix Systems Limited                      | 21074 | Markham         | ON | L3R 2Z5    |
| Salt + Bones, Inc                          | 21097 | Carmel          | CA | 93921      |
| Salt Studio                                | 21099 | Salt Lake City  | UT | 84102      |
| Samco Business Supplies, Inc               | 21022 | Jefferson City  | MO | 65109      |
| Sawyer Contract Interiors, Inc             | 21098 | North Reading   | MA | 01864      |
| Saxton, Inc                                | 21090 | Cedar Rapids    | IA | 52401      |
| Schmidt Goodman Office Products            | 21171 | Rochester       | MN | 55906      |
| Schrader Hernke                            | 1059  | Minneapolis     | MN | 55401      |
| Schroeder Solutions Inc                    | 21176 | New Berlin      | WI | 53151      |
| Schulte Purchasing Group                   | 21183 | Louisville      | KY | 40245      |
| SCI Interiors                              | 21138 | Markham         | ON | L3R9T8     |
| Scott Rice of Broken Arrow                 | 21270 | Broken Arrow    | OK | 74012      |
| Scott Rice Office Works                    | 21245 | Lenexa          | KS | 66215      |
| SDV Office Systems                         | 21261 | Asheville       | NC | 28805      |
| Sedgwick Business Interiors                | 9349  | Syracuse        | NY | 13204      |
| Sedgwick Business Interiors                | 9353  | Rochester       | NY | 14607      |
| Seely Office Solutions                     | 9862  | Fort Wayne      | IN | 46825      |
| Sensyst, Inc                               | 20148 | Mississauga     | ON | L57 2K6    |
| Sheehans Office Products                   | 11082 | Portsmouth      | RI | 02871      |
| Shelton-Keller Group, Inc                  | 21381 | Austin          | TX | 78744      |
| Sheppard's Business Interiors              | 21380 | Omaha           | NE | 68114      |
| Shore Total Office                         | 21385 | San Diego       | CA | 92131      |
| Sidemark Corporate Furniture               | 20381 | Santa Clara     | CA | 95054      |
| SKB Procurements, Inc                      | 21465 | Washington      | DC | 20036      |
| Slate Procurement LLC                      | 21492 | Chicago         | IL | 60640      |
| SLI Design Inc                             | 21483 | Houston         | TX | 77084      |
| Smart Office Interiors                     | 21467 | Golet           | CA | 93117      |
| Smithworx (formerly Smith Contract)        | 21506 | Fredericksburg  | VA | 22401      |
| Solutions Business Interiors               | 21082 | Edmonton        | AB | T5G 2X3    |
| Southern Union State Comm Coll             | 28009 | Wadley          | AL | 36276      |
| Space Care Inc                             | 2325  | Berkley         | MI | 48072      |
| Spaces Group, LLC                          | 21608 | Cordova         | TN | 38018      |
| Spaces, Inc                                | 10153 | Edmond          | OK | 73034      |
| Spaces, Inc                                | 21600 | Lenexa          | KS | 66215      |
| Specialized Marketing Limited              | 21655 | Annapolis       | MD | 21401-2802 |
| Spellman Brady & Company                   | 21661 | St. Louis       | MO | 63105      |
| Spina O'Rourke Ineteriors                  | 21665 | West Palm Beach | FL | 33401      |
| Spinitar                                   | 2167  | La Mirada       | CA | 90638      |

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| Sprague Solutions                 | 21680 | Boise          | ID | 83702 |
| Stageright Corporation            | 21491 | Clare          | MI | 48617 |
| Stamford Office Furniture (Sof)   | 21697 | Stamford       | CT | 06902 |
| Steel Office Interiors, Inc       | 21935 | Bladensburg    | MD | 20710 |
| Stephens Office Systems, Inc      | 21973 | Charlotte      | NC | 28203 |
| Stevens Office Interiors          | 2380  | E Syracuse     | NY | 13057 |
| Stone Office, Inc                 | 21985 | Scranton       | PA | 18505 |
| Storr Office Environments         | 21998 | Raleigh        | NC | 27617 |
| Strategic Inital Outfitting Trans | 22029 | Charleston     | SC | 29492 |
| Strategic Workspaces, LLC         | 22027 | Boston         | MA | 02109 |
| Strongproject Inc                 | 22028 | El Segundo     | CA | 90245 |
| Studio Blue + Interior Design     | 22030 | Versailles     | KY | 40383 |
| Studio Office Solutions LLC       | 22402 | New York       | NY | 10036 |
| Studio Six5 LLC                   | 22041 | Austin         | TX | 78704 |
| Sullivan's Office Supply          | 22096 | Starkville     | MS | 39760 |
| Summa International               | 21549 | Kilua          | HI | 96734 |
| Suny Upstate Medical University   | 22090 | Syracuse       | NY | 13210 |
| Supplies Express, Inc             | 22103 | Centreville    | VA | 20120 |
| Supplysource Office Interiors     | 21052 | Williamsport   | PA | 17701 |
| SWC Office Furniture Outlet Inc   | 3999  | Stamford       | CT | 06902 |
| Synergy Business Environments     | 22139 | Nashville      | TN | 37203 |
| Syracuse Office Environments      | 22140 | Syracuse       | NY | 13202 |
| Systems Furniture Inc             | 22149 | De Pere        | WI | 54115 |
| Systems Source, Inc               | 22147 | Irvine         | CA | 92612 |
| Tallgrass Business Resources      | 7294  | Coralville     | IA | 52241 |
| Talu, LLC                         | 57735 | Herndon        | VA | 20171 |
| Tanner Furniture                  | 17758 | Harrisburg     | PA | 17111 |
| Taylor Office Furniture           | 23021 | Norton Shores  | MI | 49441 |
| Teammates Commercial Interiors    | 23034 | Lakewood       | CO | 80226 |
| Temple Square Interiors           | 15117 | Akron          | OH | 44303 |
| Texas Wilson Office Furniture     | 23050 | San Antonio    | TX | 78238 |
| The Bierman Group                 | 1079  | Ft. Lauderdale | FL | 33312 |
| The Boeing Company                | 2622  | Seattle        | WA | 98127 |
| The Corner Office                 | 11018 | San Rafael     | CA | 94903 |
| The Norman Company Inc            | 16196 | Fort Smith     | AR | 72903 |
| The Parker Company                | 1070  | Miami          | FL | 33126 |
| The Sheridan Group                | 18245 | Los Angeles    | CA | 90025 |
| The Spencer Company               | 21662 | Dallas         | TX | 75207 |
| The Supply Room                   | 23051 | Ashland        | VA | 23005 |
| The Telcar Group                  | 7086  | Holbrook       | NY | 48004 |
| The Wells Group                   | 7099  | Houston        | TX | 77043 |
| The Workplace Group               | 23068 | Syosset        | NY | 11791 |
| Thiel & Thiel Inc                 | 23069 | Colleyville    | TX | 76034 |
| Think Office                      | 23049 | Anchorage      | AK | 99518 |
| Thomas Interior Systems, Inc      | 23090 | Bloomington    | IL | 60108 |
| Three Rivers Busines Interiors    | 23115 | Greenfield     | IN | 46140 |
| Thrifty Office Furniture          | 23116 | Raleigh        | NC | 27617 |



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| TMRD-Track, Metaworking & Recovery De      | 23117 | Fort Lee       | VA | 23801      |
| Today's Office                             | 5040  | Little Rock    | AR | 72201      |
| Total Office                               | 2393  | Los Angeles    | CA | 90021      |
| Total Office Interiors                     | 23203 | Boston         | MA | 02114      |
| Total Video Products                       | 23207 | Mickelton      | NJ | 08056      |
| Trade Products Corp                        | 23224 | Fairfax        | VA | 22030      |
| Transact Commercial Furnishings Inc        | 23230 | Phoenix        | AZ | 75034      |
| Transamerican Office Furniture             | 23225 | Philadelphia   | PA | 19127      |
| Trellis Partners                           | 23252 | Grand Rapids   | MI | 49503      |
| Tri-County Office Furniture                | 23231 | Santa Barbara  | CA | 93101      |
| Triplett Office Essentials Corp            | 23236 | Urbandale      | IA | 50322      |
| Tucson Business Interiors                  | 23247 | Tucson         | AZ | 85719      |
| Turf Office                                | 23251 | Brooklyn       | NY | 11216      |
| Turnerboone Contract                       | 23248 | Atlanta        | GA | 30318      |
| Turnkey Project Services                   | 15265 | Ft Worth       | TX | 76155-2520 |
| Tuvli, LLC                                 | 23250 | Herndon        | VA | 20171      |
| TWO 9 Design LLC                           | 1212  | Seattle        | WA | 98109      |
| U.S Department of State                    | 51688 | Arlington      | VA | 22209      |
| U.S. District Court of Los Angeles         | 59898 | Los Angeles    | CA | 90012      |
| Union College                              | 24005 | Schenectady    | NY | 12301      |
| Union Office Interiors                     | 24003 | Wilmington     | MA | 01887      |
| Unisource Solutions                        | 24021 | Pico Rivera    | CA | 90660      |
| Unispace of Columbus                       | 24027 | Columbus       | OH | 43215      |
| Unlabeled Design, LLC                      | 25019 | Delray Beach   | FL | 33444      |
| US Army Corps of Engineers                 | 57481 | St. Louis      | MO | 63103      |
| US Army Engineering                        | 51803 | Huntsville     | AL | 35806      |
| US Department of State Office of Acquisiti | 50037 | Arlington      | VA | 22219      |
| US Hospitality Group                       | 24039 | Suwanee        | GA | 30024      |
| USBC - Office Services Dept.               | 57372 | Los Angeles    | CA | 90012-3308 |
| Valkenaar Enterprises                      | 15524 | Seattle        | WA | 98116      |
| Valuebiz                                   | 15522 | Charlotte      | NC | 28273      |
| Vandenberg AFB-Jacob Garrison              | 57334 | Vandenberg AFB | CA | 93437      |
| Vangard Concept Office                     | 3043  | San Jose       | CA | 95131      |
| Vanguard Environments, Inc                 | 23035 | Houston        | TX | 77024      |
| Vertex Business Interiors                  | 23045 | Tustin         | CA | 92780-7225 |
| Via Design                                 | 5223  | Grand Rapids   | MI | 49503      |
| Victor Allen & Company                     | 25031 | Anderson       | SC | 29626      |
| Victory Exhibits, LLC                      | 2772  | Kennesaw       | GA | 30156      |
| Vida Design Inc                            | 25044 | Portland       | OR | 97214      |
| Virginia Housing Development Author        | 16802 | Richmond       | VA | 23220      |
| VRD Corporate Interiors                    | 16810 | Holbrook       | NY | 11741      |
| W.B. Mason Co, Inc                         | 15180 | Brockton       | MA | 02303      |
| W.B. Wood Company                          | 26452 | Basking Ridge  | NJ | 07920      |
| Waldners Business Environments             | 26050 | Farmingdale    | NY | 11735      |
| Washington Group Solutions                 | 26086 | Falls Church   | VA | 22046      |
| Washington Workplace                       | 26081 | Arlington      | VA | 22204      |
| Waukesha County                            | 84924 | Waukesha       | WI | 53188      |

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| Wayfair LLC                              | 26088 | Boston          | MA | 02116      |
| Weinberger's Furniture                   | 26193 | Augusta         | GA | 30907      |
| Wells & Kimich, Inc                      | 26202 | Houston         | TX | 77224      |
| Western Office Interiors                 | 26229 | Los Angeles     | CA | 90071      |
| Westfall Commercial Furniture            | 26260 | Los Angeles     | CA | 90071      |
| Whitlock                                 | 26246 | Richmond        | VA | 23238      |
| Whittington Office Furniture             | 19432 | Tupelo          | MS | 38804      |
| Widmer Interiors                         | 26300 | Peoria          | IL | 61612      |
| Wiley Office Furniture                   | 26315 | Springfield     | IL | 62703      |
| Wilson Bauhaus Interiors, LLC            | 26408 | Dallas          | TX | 75247-5929 |
| Wilson Project Management                | 26412 | Dallas          | TX | 75247      |
| Wilson/Duty Associates                   | 26400 | Encinitas       | CA | 92014      |
| Wilton's Officeworks                     | 26410 | Bryan           | TX | 77805      |
| Wittigs Office Interiors                 | 26440 | San Antonio     | TX | 78215      |
| Woodbury Design Group                    | 26471 | Birmingham      | MI | 48009      |
| Workflow Interiors                       | 5395  | Boston          | MA | 02114      |
| Workframe Inc                            | 26483 | New York        | NY | 10012      |
| Working Spaces Inc                       | 26460 | St. Louis       | MO | 63146      |
| Working Spaces Project                   | 26447 | Kirkland        | WA | 98004      |
| Workplace Environments                   | 26486 | Grand Cayman    | KY | KY1-1003   |
| Workplace Furniture                      | 2644  | Memphis         | N  | 10018      |
| Workplace Interiors                      | 15335 | Fairport        | NY | 14450      |
| Workplace Purchasing Associates          | 26456 | Rancho Cascades | CA | 91342-1476 |
| Workplace Resource                       | 17392 | Denver          | CO | 80238      |
| Workplace Resource                       | 23238 | Worcester       | MA | 01605      |
| Workplace Resource, LLC                  | 26343 | San Antonio     | TX | 78218      |
| Workplace Solutions - LA                 | 4651  | New Orleans     | LA | 70130      |
| Workplace Solutions - MS                 | 2170  | Jackson         | MS | 39203      |
| Workplace Solutions Inc                  | 15419 | Jacksonville    | FL | 32217      |
| Workplace Solutions Inc                  | 26438 | Virginia Beach  | VA | 23454      |
| Workplace Solutions, Inc                 | 17689 | Dallas          | TX | 75207      |
| Workplace Solutions, Inc                 | 17693 | Austin          | TX | 78703      |
| Workpointe                               | 20196 | Seattle         | WA | 98118      |
| Workscape, Inc                           | 4643  | Pittsburgh      | PA | 15220      |
| Workscapes                               | 4642  | Tampa           | FL | 33602      |
| Workscapes South LLC                     | 26475 | Ft Lauderdale   | FL | 33301      |
| Worksmart Design                         | 26487 | Los Angeles     | CA | 90045      |
| Workspace Consulting Group               | 26444 | Stamford        | CT | 06901      |
| Workspace Inc                            | 26465 | Des Moines      | IA | 50309      |
| Workspace Innovations                    | 26482 | Denver          | CO | 80205      |
| Workspace Interiors                      | 26481 | Kingsport       | TN | 37662      |
| Workspace Interiors                      | 24696 | Denver          | CO | 80238      |
| Workspace Interiors by Office Depot, LLC | 24698 | Boco Raton      | FL | 33496      |
| Workspace Resource Inc                   | 26480 | Conroe          | TX | 77304      |
| Workspace Resource Inc                   | 15398 | Tulsa           | OK | 74103      |
| WorkSpace Solutions                      | 63925 | Pittsburg       | PA | 152058     |
| Workspace Solutions                      | 26449 | Fort Wayne      | IN | 46808      |

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| Workspace Solutions, Inc      | 26484 | San Antonio   | TX | 78247 |
| Workspace, LLC                | 26472 | Philadelphia  | PA | 19106 |
| Workspaces, LLC               | 26474 | Phoenix       | AZ | 85020 |
| Worksquared                   | 58985 | Novi          | MI | 48377 |
| Workwell Partners             | 26466 | New York      | NY | 10016 |
| WRG LLC                       | 26334 | Carrollton    | TX | 75007 |
| WRK Lab Inc                   | 26347 | Doral         | FL | 33178 |
| Wulbern-Koval Co Inc          | 26500 | Charleston    | SC | 29403 |
| Wyoming Office Products       | 26509 | Casper        | WY | 82601 |
| Xotive Facility Solutions Inc | 27000 | Media         | PA | 19063 |
| Young Office Environments     | 17104 | Greenville    | SC | 29607 |
| Your Office, Inc              | 27051 | Wilton Manors | FL | 33311 |
| Zoom Inc                      | 28020 | Rockville     | MD | 20847 |

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| 484-841-6171 |
| 864-281-9500 |
| 954-530-0137 |
| 301-299-7155 |

# NUCRAFT

- h. Except as required by law, regulation, or court order, no news release, public announcement, advertisement or other publicity of this Agreement and/or work provided hereunder will be issued or made by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be executed as of the Effective Date set forth above.

## Office Images, Inc:

Signature:  Digitally signed by R. P. Hammett  
Date: 2022.07.13 12:03:19 -0400

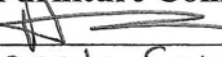
Name: \_\_\_\_\_

E-Mail: Rhammett@office-images.com

Title: Vice President

Date: July 13, 2022

## Nucraft Furniture Company:

Signature: 

Name: Angela Schneider

E-Mail: aschneider@nucraft.com

Title: Regional Sales Manager

Date: 7.13.2022

5151 West River Drive  
Comstock Park, MI 49321  
nucraft.com

p 616.784.6016  
f 616.784.4402  
877.NUCRAFT