Tab 1 – Master Agreement General Terms and Conditions

♦ Customer Support

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

♦ Disclosures

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

♦ Renewal of Contract

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

♦ Funding Out Clause

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

♦ Shipments (if applicable)

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

♦ Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

♦ Payments

➤ The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- ➤ All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- ➤ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

♦ Warranty

- Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

> Products

 Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction

 Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

♦ Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

♦ Permits

➤ Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

♦ Indemnity

➤ The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

♦ Franchise Tax

➤ The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

♦ Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

♦ Certificates of Insurance

➤ Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

♦ Legal Obligations

➤ It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

♦ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

♦ Force Majeure

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

♦ Prevailing Wage

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

♦ Termination

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

♦ Open Records Policy

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

- the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- ➤ The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

♦ Contract Administration

➤ The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

♦ Contract Term

- ➤ The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
- ➤ It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

♦ Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

♦ Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

♦ Competitive Range

➤ It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

♦ Deviations and Exceptions

➤ Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

➤ While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

♦ Evaluation

➤ Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

♦ Formation of Contract

➤ A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the countersignature document establishing acceptance of the contract.

♦ NCPA Administrative Agreement

➤ The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

♦ Clarifications / Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

♦ Past Performance

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

Evaluation Criteria

- ♦ Pricing (40 points)
 - ➤ Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ♦ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - ➤ Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ♦ References and Experience (15 points)
 - ➤ A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - ➤ Past Experience working with public sector.
 - > Exhibited understanding of cooperative purchasing
- ♦ Value Added Products/Services Description, (10 points)
 - ➤ Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service
- Innovation (10 points)
 - > Past Innovation, how it affected sales
 - > Future Innovation in the pipeline

Signature Form

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

Prices are guaranteed: 120 days

Company name	PS Furniture, Inc.
Address	1339 West Mequon Rd; Suite 215
City/State/Zip	Mequon, WI 53092
Telephone No.	800-762-0415
Fax No.	sales@psfurniture.com
Email address	scook@psfurniture.com
Printed name	Steven Cook
Position with company	Public Contracts Manager
Authorized signature	Den Cak

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-114 , by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

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

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

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

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

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

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

♦ General Terms and Conditions

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

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

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

♦ Term of Agreement

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

♦ Fees and Reporting

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

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

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

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

General Provisions

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

National Co	operative Purchasing Alliance:	Vendor:	PS Furniture, Inc.
Name:	Matthew Mackel	Name:	Steven Cook
Title:	Director, Business Development	Title:	Public Contracts Manager
Address:	PO Box 701273	Address:	1339 West Mequon Rd; Suite 215
	Houston, TX 77270		Mequon, WI 53092
Signature:	At Amount	Signature:	Dew Cake
Date:	September 1, 2022	Date:	7/15/22

Tab 3 - Vendor Questionnaire

Maine

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

States Covered

 \times

- > 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.

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

Rhode Island

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)
American Somoa Northern Marina Islands
Federated States of Micronesia Puerto Rico
Guam U.S. Virgin Islands
Midway Islands
Minority and Women
Business Enterprise (MWBE) and (HUB) Participation
➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 Minority / Women Business Enterprise
Respondent Certifies that this firm is a M/WBE
Historically Underutilized Business
Respondent Certifies that this firm is a HUB
Residency
 Responding Company's principal place of business is in the city of Mequon State of WI
Felony Conviction Notice
 Please Check Applicable Box; A publically held corporation; therefore, this reporting requirement is not applicable Is not owned or operated by anyone who has been convicted of a felony. Is owned or operated by the following individual(s) who has/have been convicted of a felony If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
Distribution Channel
➤ Which best describes your company's position in the distribution channel: X Manufacturer Direct
Processing Information
Provide company contact information for the following:
 Sales Reports / Accounts Payable
Contact Person: Steven Cook
Title: Public Contracts Manager
Company: PS Furniture, Inc.
Address: 1339 W. Mequon Rd; Suite 215
City: Mequon State: WI Zip: 53092 Phone: 262-302-4687 Email: sales@psfurniture.com

			Purcha	se Ord					
				Contac	t Person:	Steven Co	ok		
				Title:		Public Cor		nager	
				Compa	ny:	PS Furnitu	ire, Inc.		
				Addres		801 High	Street, PO	Box B	
				City:	Conneau		State:		Zip: 16406
				Phone:	800-762	-0415		Email:	scook@psfurniture.com
		¥/	Sales a	nd Mar	keting				
					-	Steven Co	ok		
				Title:		Public Con		nager	
				Compa	ny:	PS Furnit	ire, Inc.		
				Addres		801 High		Box B	
				City:	Conneau		State:		Zip: 16406
					800-762	-0415		Email:	scook@psfurniture.com
•	>	In adall fur	ture prod If answ would ng submi	duct int ver is no be calc	roduction o, attach a ulated for cludes the	s at prices statement future pro Ye	that are posterior detailing duct introses ICPA admine custome	roportion how pri duction No inistrati	rein, the Vendor agrees to offer onate to Contract Pricing. cing for NCPA participants s. ive fee. The NCPA fee is

Tab 4 - Vendor Profile

- ♦ Company's official registered name: PS Furniture, Inc.
- ♦ Brief history of your company, including the year it was established:

PS Furniture, Inc. was first established in 1919 in Conneautville, Pennsylvania as the Snyder Chair Co., a manufacturer of Appalachian hardwood folding chairs. The Snyder Chair Co., changed hands in the early 1970s, becoming Palmer Snyder. In the intervening years, we became PS Furniture, Inc. and Palmer Snyder, serving customers across the spectrum of commercial furniture markets.

Most of our manufacturing is still done in the same small town in western Pennsylvania where Snyder Chair Co. was founded, now with a much expanded and modernized factory and sales offices around the U.S. We are proud of our heritage, our people and our products.

- ♦ Company's Dun & Bradstreet (D&B) number:
- ♦ Company's organizational chart of those individuals that would be involved in the contract:

Roger Clark – Executive Vice President Business Development Mike Heazlitt – Vice President of Contract Sales Laura Ramos – Marketing Manager Steven Cook – Bids & Contracts Manager Joyce Mays – Customer Service

♦ Corporate office location:

1339 W. Mequon Rd Suite 215 Mequon, WI 53092

Ø List the names of key contacts at each with title, address, phone and e-mail address.

Roger Clark – Executive Vice President Business Development – 262-302-4659 – rclark@psfurniture.com
Mike Heazlitt – Vice President of Contract Sales – 262-302-4707 – mheazlitt@psfurniture.com
Bill Sample – President – 262-302-4708 – bsample@psfurniture.com
George Gula – Vice President of Product Development – 262-302-4681 – ggula@psfurniture.com
Craig Clarke - General Manager – 859-312-4968 – cclarke@psfurniture.com
Laura Ramos – Marketing Manager – 262-302-4656 – lramos@psfurniture.com
Steven Cook – Bids & Contracts Manager – 262-302-4686 – jmays@psfurniture.com
Joyce Mays – Customer Service – 262-302-4686 – jmays@psfurniture.com

 \emptyset List the number of sales and services offices for states being bid in solicitation:

PS Furniture, Inc. utilize Independent Contact Rep Groups to promote products and the NCPA contract market.

Contract Rep Territories | June 2022

Mike Heazlitt

Sales West Group - 332 480-607-6899

Western Canada: Gunnar Pacific - 592 604-605-3004

Commercial Sales - 214 Acquisition LLC (562) 252-2077

Sickler Inc. - 572 (312-401-1800

Hampton Products Inc - 465 Jonathan F. Roberts: 248-709-4140 Jessica Roberts: 313-600-1569 Wendy Lutz: 248-547-0900 Ed Bankard: 248-547-0900

Lehman Associates - 579 920-621-7746

MJ Directions - 559 303-884-5354

Kirby Reps - 305 510-386-2670

Polito Assocs. - 313 949-433-3405

> Brady Mayer - 350 978-562-0111

Joan Harris 214-213-9090 Holly Richardson 214-695-6918



Central & Eastern Canada: MDR Associates - 585 416-945-9436

Canada Atlantic Provinces: Shoal Cove Sales Agency 902-240-3589

J. Craig Clarke

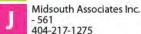
Contract Furniture Professionals - 906 **Aubrey Ward** 502-308-9374



RepsSoutheast - 615 919-619-6087



The Lowe Group - 190 281-255-4449

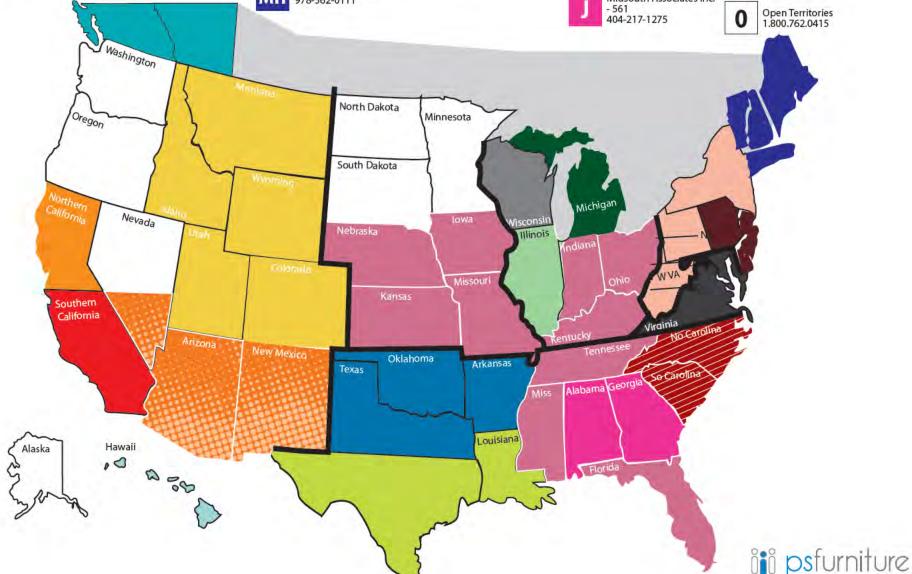


George Gula

Facility & Design Resource - 593 610-715-5380







Group	State Coverage	First	Last	Position	E-MAIL	Phone	Address 1-2	Second Line
AFS Brands	Middle East	Hussein	Haidar	MAIN CONTACT / Principal	hussein.haidar@afsbrands.com		1606 Pheasant Lane	Southlake, TX 76092
Capital Solutions	DC, MD, VA	Chris	Rommel	The state of the s	chris@mycsidc.com		14701 Native Dancer Road	North Potomac, MD 20878
Capital Columnia		Brad	Armacost	MAIN CONTACT/ Principal	barmacost@contractfurniturepros.com		13011 W. US HWY 42 Suite 208F	Prospect KY 40059
		Aubrey	Ward	Office Manager	aubreyw@contractfurniturepros.com		13011 W. US HWY 42 Suite 208F	Prospect KY 40059
		Jeremy	Anderson	Co-Principal/VP/Sales	janderson@contractfurniturepros.com		3349 Culloden Way	Birminham AL 35242
		Bob John	McCartney Pavlick	Sales Sales	bmccartney@contractfurniturepros.com ipaylick@contractfurniturepros.com		135 Orchard Ave 7573 Silver Fox Drive	Glenshaw PA 15116 Columbus OH 43235
		Steve	Culley	Sales	sculley@contractfurniturepros.com		9900 Burgundy Bay St.	Orlando FL 32817
Contract Furniture	FL,IA, IN, KY, KS, MO, MS,	Mary	Huber	Sales	maryhuber@contractfurniturepros.com		475 Cambridge Lane	Manchester TN 37355
Professionals	NE, OH,TN	Cheryl	Schmidt	Sales	cheryls@contractfurniturepros.com	(954) 295-4456		Deerfield Beach FL 33442
11010331011413	112, 311,111	Bob	Koehne	Sales	bkoehne@contractfurniturepros.com	(317) 697-9859		Cicero, IN 46034
		Libby	Rulo	Sales	libbyr@contractfurniturepros.com		10518 W. 90th Street	Overland Park KS 66214
		Kristin	Boyd	Inside Sales Coordinator	kristin@contractfurniturepros.com insidesales@contractfurniturepros.com	502-308-9374	13011 W. US HWY 42, Suite 208F	Prospect, KY 40059
				Pittsburgh, PA Showroom Nashville, TN Showroom	insidesales@contractfurniturepros.com		4128 Butler St. 2929 Sidco Drive	Pittsburgh, PA 15201 Nashville, TN 37204
				Louisville, KY Showroom	insidesales@contractfurniturepros.com		13011 W. US HWY 42, Suite 208F	Prospect. KY 40059
		Courtney	Lynch-Crawford	MAIN CONTACT / Principal	courtney@cpgrouppgh.com	412-670-5283	1000 California Ave, Suite #106	Pittsburgh, PA 15212
CP Group	Western PA, WV, Upstate	Julie	Naumann	WAIN CONTACT / FINCIPAL	julie@cpgrouppgh.com	304-281-5621	1000 Camornia Ave, Suite #100	Fittsburgh, FA 13212
Ci Gioup	NY (Not NYC)	Joseph	McMurray		joseph@cpgrouppgh.com	412-478-2856		
		Matt	Boyle	MAIN CONTACT /Principal	mboyle@fdrpa.com		219 Belgian Drive	pring City, PA 19475
Facility & Design	Eastern PA, DE, Southern NJ		Welborn		sfirsich@fdrpa.com	717-314-0439	213 Beigian Brive	orning entry () (120) ()
Resource	, _, =, ===============================	Tim	Kalberer		tkalberer@fdrpa.com	215-880-6921		
Gunnar Pacific	Western Canada	Josh	Evans	MAIN CONTACT /Principal	josh.evans@gunnarpacific.ca		401-4988 Cambie Street	Vancouver, BC V5Z 2Z5
	Dallas, Texas, North Texas,	Joan	Harris	MAIN CONTACT / Principal	joan@hreps.com	214-213-9090	1920 Winding Creek Blvd	Flower Mound TX 75022
H Reps	Oklahoma	Holly	Richardson	MAIN CONTACT / Principal	holly@hreps.com	_	7126 Gateridge Drive	Dallas, TX 75254
	GRIGHOTHA	Jonathan	Roberts	MAIN CONTACT / Principal	jonathan@hampton-products.com		500 East 11 Mile Road	Royal Oak, MI 48067
Hampton Products Inc.	Michigan	Jessica	Roberts	Sales	jessica@hampton-products.com	313-600-1569	500 Edst 11 Wille Rodd	Royal Cak, Wil 40007
		Ed	Bankard	Sales	ed@hampton-products.com	248-547-0900		
101 B	Northern CA, anything	Robert	Kirby	MAIN CONTACT (Office Manager)		510-386-2670	6114 La Salle Ave	Oakland, CA 94611
Kirby Reps	north of Bakersfield	Greg	Helms	MAIN CONTACT / Sales	gregthelms@gmail.com	510-867-1946	3201 Fairview Ave	Alameda, CA 94501
Lehman Associates	WI	Matt	Lehman	MAIN CONTACT /Principal	matt@lehmanandassociates.com	920-621-7746	1945 Kane Lane	Green Bay, WI 54311
		Don	Romanetti	MAIN CONTACT /Principal	don@mdrassociates.org			Burlington, ON L7L 6B8
MDR Associates	Central & Eastern Canada	Jason	Romanetti	mair contract / melpar	jason@mdrassociates.org	416-616-7834	1010c Satton Bi	Burmigeon, Olv E, E 050
		Tanya	Dorais		tanya@mdrassociates.org			
Maideeuth Associates		Al	Worley	MAIN CONTACT/ Principal	al@midsouthassoc.com	404-217-1275	3069 McCall Drive; Suite 2	Atlanta, GA 30340
Midsouth Associates	GA, AL	David	Montgomery	Sales	david@midsouthassoc.com	404-333-9204	·	
Inc.		Lori	Green	MAIN CONTACT / Sales	lori@midsouthassoc.com	205-907-3448	3921 Village Center Drive	Hoover, AL 35226
MJ Directions Inc.	CO, UT, ID, WY, MT	Mike	Joseph	MAIN CONTACT / Principal	mike@mjdirections.com	303-884-5354	4935 Langdale Way	Colorado Springs, CO 80906
IVIJ DIFECTIONS INC.	CO, O1, ID, W1, W1	Kent	Poole	MAIN CONTACT / Sales	poole.kent@gmailc.om	801-943-8823	9691 S. Buttonwood Drive	Sandy, UT 84092
		Tom	Polito	MAIN CONTACT / Principal	tom@politoassociates com	949-433-3405		Mission Viejo, CA 92692
Polito Assocs.	Southern CA	Tiffany	Coyne	Sales	tiffany@politoassociates.com		28 Santa Monica Dr.	Aliso Viejo CA 92656
1 0110 7 133003.	Southern ex	Candy	Marbach	Sales	candy@politoassociates.com	213-222-5919	24410 Top Court	Diamond Bar, CA 91765
		Karen	Wardman	MAIN CONTACT / Sales	Karen@politoassociates.com		316 Avenida Granada # A	San Clemente, CA 92672
Reps Southeast	North Carolina, South	Todd	Norris	MAIN CONTACT / Sales	todd@repssoutheast.com	(828) 461-0461	8521 Parkchester Pl	Oak Ridge, NC 27310
	Carolina	Tara	Norris	MAIN CONTACT / Sales	tara@repssoutheast.com	400 262 0662	2420 5 14-0	Db A7 05000
	Arizona, New Mexico, El	Shannon Dan	Curatolo Curatolo	MAIN CONTACT / Principal	Shannon@saleswestgroup.net dan@saleswestgroup.net	480-363-8688	3138 E McDowell Rd, Suite 101	Phoenix, AZ 85008
Sales West Group	· · · · · · · · · · · · · · · · · · ·	Melanie	Vindivich	Principal Associate	melanie@saleswestgroup.net	253-732-2595		
	Paso, Southern Nevada	Chris	Prhodes	Associate	chris@saleswestgroup.net	602-317-0165		
		Barbara	Krech	IL WI IN / Principal	bkrech@sicklerorg.com	312-203-6774		
		Sarah	Urquiaga	CSR Chicago	Sara@sicklerorg.com	312-661-1820		
		Linda	Diggs	Metro Chicago	Linda@sicklerorg.com	224-795-1601		
Sickler Inc.	IL and Northern IN	Kim	Cooper	Southern IL	kim@coopercontract.com	217-306-1624		
		Jensea	Chromy	Chicago, IL	jchromy@sicklerorg.com	312-493-3796		
		Michelle	Ellis	Southern IL	michelle@coopercontract.com	309-262-5331		
		Steve	Sickler	MAIN CONTACT / Sales	ssickler@sicklerorg.com	_	222 Merchandise Mart Plaza; Suite 10-135	Chicago, IL 60654
Stan Nathanson	Hawaii			MAIN CONTACT / Principal	stan@s sales hiz	562-252-2077	·	
30.0	wuii	Stan	Nathanson Miller	Showroom Info	stan@c-sales.biz jennifermiller@the-lowegroup.com		22303 Tuwa Rd.	Tomball, TX 77375
		Jenn Rick	Lowe	SHOWLOOM IIIIO	ricklowe@the-lowegroup.com	713-826-2117	ZZJOJ TUWA NU.	Tomball, IA //3/3
The Lowe Group		Chris	Lowe		chrislowe@the-lowegroup.com	713-826-2117		
	South Texas	Scott	Lowe		scottlowe@the-lowegroup.com	713-234-2426		
	South Texas	Brad	Lowe	,	brad.lowetx@yahoo.com	832-418-0906		
		Jim	Thompson		jimtjta@aol.com	713-829-0375		
		Mitch	Rabanal		mitchrabanal@the-lowegroup.com	210-445-7858		
1								<u> </u>

♦ Who is your competition in the marketplace? KI, Steelcase, Herman Miller, Haworth, Knoll
♦ Provide Annual Sales for last 3 years broken out into the following categories:
♦ What differentiates your company from competitors?
We are a small – fewer than 50 employees – 103-year-old American factory that is competing effectively versus China imports and large American office furniture businesses. We are award winning, both company performance and design:
 INC 5000 2007 and 2008 Best of Neocon (2016) HIP (2017) IF (2019)
We are innovative and hold proprietary Intellectual Property – Revolution tables' ultra-light engineered composite core, NIMA (Piretti design) seating, MÜM® and WALS® design patents, engineering patent pending on Revolution Shield™ ballistic flip top tables, et al.
40% of our employees have been with PS for 20+ years.

♦ Define your standard terms of payment: Net 30

♦ Describe how your company will market this contract if awarded:

PS Furniture, Inc. will leverage our nationwide Contract Rep Groups to inform the furniture dealer community to offer NCPA pricing to their customers. We will incorporate NCPA elements into our ongoing marketing strategy with activities such as:

- -Publishing a press release announcing PS Furniture, Inc.'s continue participation in the NCPA program nationally.
- PS Furniture, Inc. will use social media sites such as Twitter, Facebook, and Google to promote NCPA.
- Continue to promote NCPA on our website including a link to the NCPA website. https://www.psfurniture.com/contracts/#ncpa
- -Promote our participation at national trade shows such as Neocon and Ed Spaces, along with local trade shows.

PS Furniture, Inc. is positioned to promote the contract to any and all government agencies including:

State: State agencies including hospitals and transportation

Local: Cities, counties, schools, libraries, etc.

Higher Education: Public and private colleges and universities

Additionally, PS Furniture, Inc. would be very interested in teaming with NCPA in other ways to promote our association with them.

♦ Describe how you intend to introduce NCPA to your company.

NCPA will be our first and foremost cooperative contract nationwide. It will be ingrained in sales team as the go-to contract for all political subdivisions.

PS Furniture, Inc. would start with an e-mail communication to all our Contract Market Rep Group representatives regarding our continue association with NCPA. In this communication we would give all the details of the agreement including such things as start date, discount structure, terms, and other administrative information. We have had huge success offering the NCPA contract to our customers the last few years and we will share this success with all sales reps.

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

PS Furniture, Inc. catalog website link:

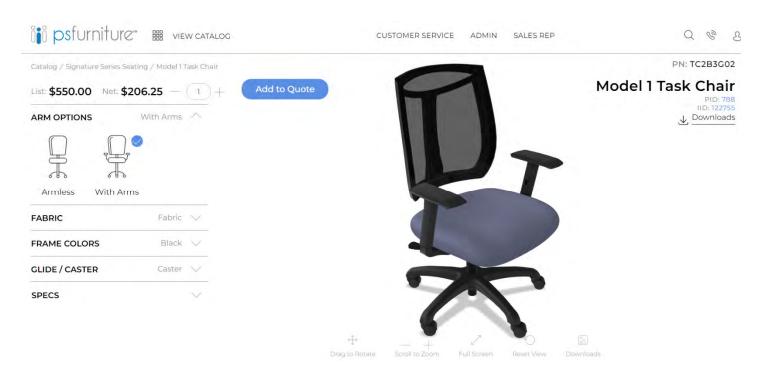
https://www.psfurniture.com/wp-content/uploads/2018/08/2022-PS-Furniture-Catalog.pdf

PS Furniture, Inc. price list website link:

https://www.psfurniture.com/wp-content/uploads/List-Pricing JULY-2022-1.pdf

PS Furniture, Inc. has developed a product configurator on our website. This program allows dealers to generate their own quotes and add markup to forward to NCPA members quickly. The product configurator allows NCPA members to specify their product needs and generate a detailed picture of the product.

https://pc.psfurniture.com/



Also, we have an on-line quote request form that makes getting a quote fast and easy from customer service or one of our contract market representatives. Most sales will involve a local dealer that will work directly with PS Furniture, Inc. to ensure that the customer will have an outstanding experience with our products.

Currently we do not offer an on-line ordering option, but we do accept emailed purchase orders.

PS Furniture, Inc. does have a robust website that has all the products we offer available to view on-line. We also offer printed catalogs, price lists, and product information sheets.

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

PS Furniture, Inc. has (2) Customer Service Representatives that are located in Lexington, KY dedicated to NCPA members.

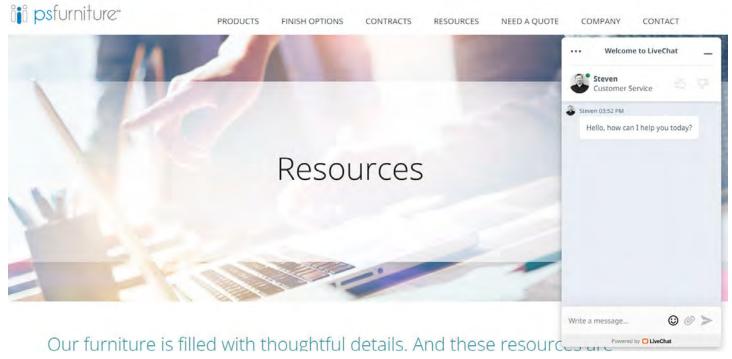
Steven Cook – Bids & Contracts Manager – 262-302-4687 – scook@psfurniture.com
Joyce Mays – Customer Service – 262-302-4686 – jmays@psfurniture.com

PS Furniture does use Sales Force to generate quotes for NCPA members.

The hours of operation are Monday – Friday from 8am – 5pm EST.

Order acknowledgments are automatically email to NCPA members once an order is processed. An invoice is automatically emailed once the order ship with the tracking information.

PS Furniture, Inc.'s website has a Live Chat feature were NCPA members and contact Joyce or me instantly to ask questions.



♦ Green Initiatives

Wedding Classic™ Resin Folding Chairs

We are currently using a portion of regrind plastic (from our own defective parts) in our resin wedding chairs manufacturing process. These percentages are as follows:

C440 white 14.6%

C450 white33.0%

PremierComfort™ Banquet Seating

Our steel frame is nearly 100% recycled steel. We also offer fabrics made with olefin, a fiber manufactured from post-industrial waste.

GreenShield™ Fabrics

GreenShield by G3i is a low fluorocarbon fabric treatment, certified by SCS* as an Indoor Advantage Gold Product. GreenShield uses up to ten times less fluorocarbons than other finishes and one third of the chemicals without compromising moisture resistance, stain-resistance, breathability, or non-flammability. GreenShield treated fabrics contain no VOC's (volatile organic compounds).
*Scientific Certification Systems (http://www.scscertified.com/)

Momentum C-Zero Fabrics

BENEFITS • First fluorine free finish integrated with the fiber • Greenguard certified • PFOA-free/ PFOS-free • Recycled fiber content • Superior water repellency • Cleans with soap and water

<u>Classic Series™ ABS Lightweight Plastic Tables</u>

50% of the ABS plastic used on our ABS tables is regrind material.

Revolution® Tables

The composite core of all Revolution® products is up to 80% recycled post industrial and post consumer material.

100, 200, Classic Laminate, and Premiere Series[™] Tables

Our plywood supplier is actively working on multiple reforestation and sustainable forest management projects.

Table, Chair, and Dance Floor Transport Carts

The recycled content of steel in our carts varies by cart but is in the range of 25-95%.

End of Product Life

Although all PS products are built to withstand years of demanding use, they will eventually reach the end of their useful lives. PS offers parts for some products to be refurbished and we suggest to all of our customers recycling of our products when they can no longer be used.

♦ Anti-Discrimination Policy

PS Furniture, Inc. prohibits any of its employees from participating in unlawful discrimination in the workplace under applicable federal and state laws. Employees with questions about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Human Resource Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subjected to disciplinary action, up to and including termination of employment.

♦ Vendor Certifications:



Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY "PS FURNITURE, INC." IS DULY

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD

STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS

OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF JUNE, A.D. 2019.

2179608 8300

SR# 2019**52784**63

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203023991

Date: 06-13-19

Tab 5 – Products and Services

PS Furniture, Inc. shall perform and provide these products and/or services under the terms of this agreement. PS Furniture, Inc. shall assist the end user with deciding of their individual needs.

- PS Furniture, Inc. warranty information attached
- PS Furniture, Inc. does have the availability of replacement parts for all products
- Since 2008, all PS Furniture, Inc. plywood tables have been stamped with the year of manufacture. Many suppliers prefer their customers don't notice how long their tables last. Since 1919 our success has been built on our customers knowing exactly how long our products last. PS Furniture, Inc. carries this philosophy to our complete product line.

All PS Furniture, Inc.'s products are designed to be portable, stackable, and storable. Therefore, all products have transportation/storage devices that are design specifically for that product. This greatly reduces the wear and tear of a product having a transportation/storage device to protect the product.

- All merchandise requested to be returned to the originating manufacturer must first be approved and issued a Return Goods Authorization (RGA) number. Please contact the customer service department for an authorized return goods number. All returned goods must be packed in original carton, unused, and in sellable condition. Only product shipped within the last 30 days may be returned. All products must be returned within 30 days of return authorization date.
- PS Furniture, Inc. shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.
- PS Furniture, Inc. shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- PS Furniture, Inc. is responding for the following categories:
 - Ancillary Furniture Products
 - Auditoriums and Theaters
 - o Cafeteria
 - o Classroom / Educational / Dormitory
 - o Conference or Breakroom / Training
 - Library
 - Reception
 - Office
 - o Outdoor
 - Seating / Chairs
 - o Tables / Meeting Conference Room

PS Furniture Warranty

PS Furniture warrants that its products shall be free from defects in original material and workmanship for a specific period of time (see table below) from the original ship date. This warranty shall not apply to normal wear and tear or in the event products are damaged as a result of misuse, abuse, vandalism, neglect, accident, improper application and modification or repair by persons not authorized by PS Furniture. The warranty will not apply to product components (i.e. fabric, electrical, etc.) if the number of years exceeds that in which our suppliers offer for warranty. PS Furniture reserves the right, at its' discretion, to repair or replace any defects. Any repair or replacement must be approved in advance by PS Furniture before any action is taken. Regardless of when notified, changes or cancellation are not binding upon PS Furniture until PS Furniture issues a written acknowledgement of the change or cancellation. Under no circumstances will changes or cancellations be accepted on any custom fabric, special order or custom product orders. There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.

PRODUCT	YEARS UNDER WARRANTY				
TABLES					
REVOLUTION SHIELD® FLIP-TOP TABLES WITH AMULET™ BALLISTIC BARRIER*	10				
REVOLUTION® TABLES & PACKAGES	10				
MAXX-IC™TABLES & PACKAGES	10				
ACACIA COLLECTION™ TABLES	10				
ROLLERS** / LAMINATE TOP (PLYWOOD CORE) / MAXX EDGE® MOBILE BUFFET TABLES	10				
ABS / POLYLITE® / RESILIENT® PREMIUM TABLES	10				
SCISSOR TABLE™ (mechanism)	5				
PLYWOOD CORE TABLES	5				
PERFORMANCE LAMINATE	1				
SEATING					
SIGNATURE SERIES™ SEATING LINE / NIMA™ / ACTON®	see next page				
PREMIERCOMFORT® SLED STACKING CHAIRS (PC500/PC501/PC401)	10				
CLASSIC EVENT CHAIRS (C440/C450)					
EVENTXPRESS™ CHAIRS (C600)					
TRANSPORT CARTS					
ALL TRANSPORT CARTS	10				
LECTERNS					
ALL LECTERNS	1				
PORTABLE FLOORING					
EVENTXPRESS™ SEAMLESS & EVENTXPRESS™ ACRYLIC PORTABLE DANCE FLOOR	5				
DANCE FLOOR TRIM & PARTS					
GROOVE SEMI-PERMANENT OUTDOOR FLOORING					
RENTAL					
ALL PRODUCTS SOLD FOR RENTAL USE	1				

^{*}REVOLUTION SHIELD* FLIP-TOP TABLES WITH AMULET** BALLISTIC BARRIER is patent-pending. See page 6-7 for more information on liability for this product and visit our website.

Acton® / NIMA™ / Signature Series™ Warranty Information

The following warranty applies to the original purchaser of PS Furniture products sold in North America. Products shall be free from defect in material workmanship and specification, under conditions of normal use* and maintenance, for a period of one year (labor and materials). An extended warranty (for replacement of materials only) applies to the products noted below, for the applicable warranty period specified below. If such a defect causes failure of the product or a portion of the product, PS Furniture at its option and in its sole discretion will either repair or replace the defective product.

10 YEARS: • Pneumatic cylinders for Office seating

Office Seating structural components

 $\cdot \ \mathsf{Acton} \ \mathsf{/} \ \mathsf{NIMA} \ \mathsf{/} \ \mathsf{Signature} \ \mathsf{chairs} \ \mathsf{used} \ \mathsf{in} \ \mathsf{Office}, \ \mathsf{Educational} \ \mathsf{and} \ \mathsf{Healthcare} \ \mathsf{environments}$

· Component parts of operating mechanisms used in Office and Educational Seating

· Casters for Office Seating

3 YEARS: • Fabrics**, wood, laminates and other surface finishes

1 YEAR: • Fabrics on Auditorium, Stadium, Arena, and Amusement applications

· Acton / NIMA / Signature chairs used in Auditorium, Stadium, Arena or Amusement environments

• Custom design, non-catalog, and specialmade products

· Component parts of operating mechanisms used in Auditorium, Stadium, or Amusement

ENVIRONMENTS:

This warranty is the original purchaser's exclusive remedy for product defect and does not apply to:

- In-transit damage caused by a carrier
- · Products altered or modified by the user
- · User attached accessories
- Products not installed in accordance with PS Furniture installation/application instructions
- · Customers own material and leather
- · Natural variations occurring in wood and leather shall not be considered defects, and PS

Furniture does not guarantee the color fastness or matching of the colors, grains or textures of such materials.

THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY STATED ABOVE WHETHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PS FURNITURE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE ARISING FROM ANY PRODUCT DEFECT.

^{*}Normal use refers to single shift, commercial use for a standard 40 hour work week.

^{** 3} year fabric warranty on all applications other than Auditorium, Stadium, Arena, and Amusement

Tab 8 - Value Added Products and Services

Key Value-Added Services & Products

- (20+) Contract Furniture rep groups with over (100+) selling staff that will promote the NCPA contract nationwide.
- Local sales rep groups can present product and samples NCPA member locations
- Web page that is dedicated to the NCPA Contract with contract details https://www.psfurniture.com/contracts/#ncpa
- Multiple customer service representatives that will be available for NCPA members
- Customer service reps can be reached on a direct phone number without going through the phone system
- Website LiveChat for easy instant communication with our customer service staff
- New online product configurator
- Online quote request program
- Customer service staff responds in 2 hours or less with a formal product quote and included additional product information
- Resource webpage that is available 24 hours with detail product information. http://www.psfurniture.com/resources/
- CAD symbols available for room layouts
- PS Furniture, Inc. is a Women Business Enterprise (MWBE) with certification pending

Key Value-Added Products

Event Express Portable Dance Floor:

PS Furniture, Inc.'s EventXpressTM Seamless Portable Dance Floor combines an exterior glue Douglas Fir plywood base with a vinyl dancing surface. A full panel sheet of seamless vinyl replaces 12" x 12" tiles and there are eleven vinyl patterns to choose from including nine beautiful wood grain designs, as well as Solid Black and Solid White! EventXpressTM Seamless is the only continuous surface vinyl portable dance floor product on the market, delivering a superior dancing experience.

EventXpressTM Acrylic Portable Dance Floor:

In any tented event, the dance floor gets noticed and your dance floor should make a statement. For your next event, choose our EventXpressTM Acrylic Portable Dance Floor for a beautiful and visually dramatic statement. Its high gloss finish is sure to turn heads and add to the elegance of the occasion!

Groove Semi-Permanent Outdoor Flooring:

PS Furniture, Inc. is now the exclusive stocking distributor for Groove Semi-Permanent/Outdoor Flooring! Groove flooring uses state-of-the-art technology to produce visually stunning surfaces that can replicate ANY high-resolution digital image from corporate logos to barn board. The flooring goes down quickly to dramatically transform any under-tent or outdoor space

Executive Floor Lectern

PS Furniture, Inc.'s Executive Floor Lectern is made of solid hardwood. Whereas most "Hardwood" lecterns on the market are a very thin hardwood veneer over a much softer, cheaper hardwood underneath, PS Furniture, Inc.'s Executive Series Lecterns are milled and built with solid hardwood boards of the species of wood ordered. The difference in how these lecterns perform over time when subjected to dings and dents in movement is dramatic. PS Furniture, Inc.'s Executive lecterns look newer much longer and can be touched up and refinished much more easily and cost effectively than competitor's imitations.

The Executive Floor Lectern will not need the maintenance that most other lecterns need because our lectern is built for constant movement. The production methods used, and the timeless design ensure that the structure will remain sound, the maintenance to keep them looking nice will be minimal, and the AV components employed can be easily procured as needed at reasonable costs if they are needed.

PS Furniture's Executive Floor Lectern is lighter weight than many other lecterns and has built in wheels to make moving very easy. We can also run AV and power wires internally (or wirelessly) to external ports to suit each building/application so that they can are easy to store, move, and hook up with minimal effort.

Enclosed is complete 2022 PS Furniture Catalog and Price List on the USB drive.



Our EventXpress™ Seamless Portable Dance Floor combines an exterior glue Douglas Fir plywood base with a vinyl dancing surface. A full panel sheet of seamless vinyl replaces 12" x 12" tiles and there are eleven vinyl patterns to choose from including nine beautiful wood grain designs, as well as Solid Black and Solid White! EventXpress™ Seamless is the only continuous surface vinyl portable dance floor product on the market, delivering a superior dancing experience.



FASTER SET UP

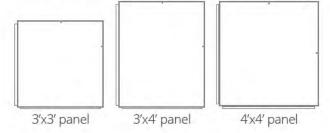
Cam-lock fastening reduces installation and dismantle time. Hex key available in standard and extended lengths.



SOFT CORNERS

One-of-a-kind polyurethane corners interlock with center edge trim sections and eliminate the need for mitered trim sections. Provides superior safety from sharp edges and comes in Black or Gray.







EVENTXPRESS™ SEAMLESS COLOR OPTIONS:





Ask us about dance floor transport!



In any tented event, the dance floor gets noticed and your dance floor should make a statement. For your next event, choose our EventXpress™ Acrylic Portable Dance Floor for a beautiful and visually dramatic statement. It's high gloss finish is sure to turn heads and add to the elegance of the occasion!



FEATURES

- · Sturdy Douglas Fir plywood base
- Secure and fast Cam-lock fastening to connect panels
- Aircraft grade, anodized aluminum trim sections
- Soft urethane corners are optional and come in black or gray
- Soft Corners simplify setup and eliminates sharp mitered corners

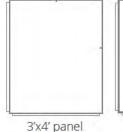




CAM-LOCK FASTENING

SOFT CORNERS

SIZES AVAILABLE (Cam-Lock Only)







HIGH-GLOSS, ACRYLIC FINISH



ASK ABOUT TRANSPORT OPTONS!

EVENTXPRESS™ ACRYLIC COLORS:















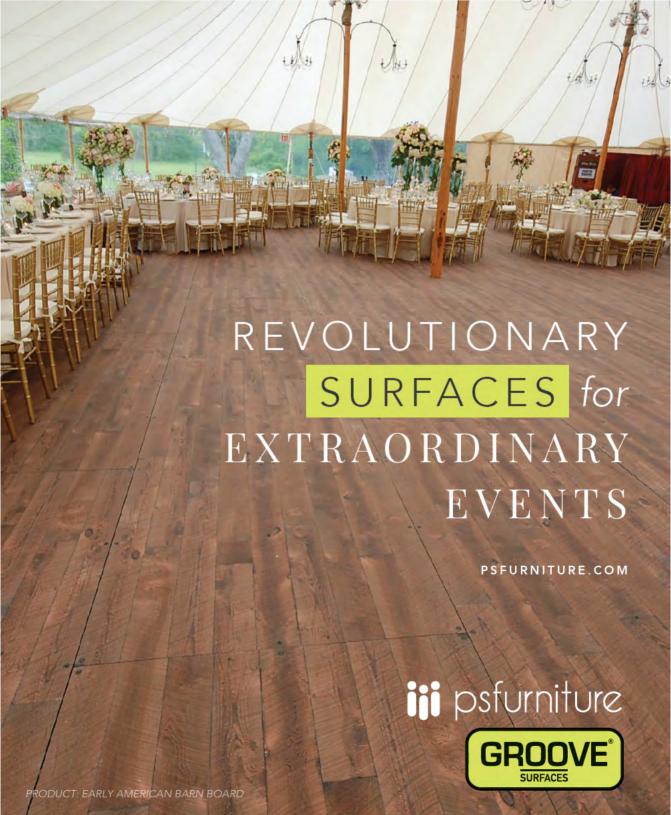






Please note: This product is strictly designed for indoor use only. Exposure to the outdoors may permanently damage the acrylic flooring.

^{*}Standard colors - contact us for delivery time on all other color options



THE GROOVE EXPERIENCE

Visually stunning surfaces for life's special events and celebrations. Our Groove solution combines a deep appreciation for fine craftsmanship with cutting-edge technology to create customized flooring that delivers timeless beauty and long-term performance, season after season. Share your vision with our experienced design team — the possibilities are endless.





PRODUCT: PICKLED CEDAR

RODUCT: FLAG STONE

INSTALLATION PROCESS

GROOVE VS. TRADITIONAL

Far easier to install than traditional flooring, our composite panels are designed and engineered for the ultimate combination of aesthetic beauty and functional utility.

- Groove 2-Step
 - Patent Pending
- Wood sills/ stringers are laid out
- Groove plywood floor panel screwed down



- ▼ Tedious 3-Step
 Installation
- Wood sills/ stringers are laid out
- Plywood subfloor screwed down
- 3 Finished flooring assembled plank by plank



POPULAR GROOVE SURFACES



EARLY AMERICAN BARN BOARD



GRAY BARN BOARD



FLAGSTONE



PICKLED CEDAR

CREATE YOUR OWN

CUSTOM GROOVE SURFACES

We can create any surface. Our specialized manufacturing process enables us to transfer the look and texture you desire onto our easy-to-install panels. Just contact us to share your vision and we'll work with you to bring it to life.

Call 1.800.762.0415 OR email sales@psfurniture.com



PRESIDENTIAL LECTERNS

Classic blends of contemporary technology and ageless craftsmanship.

PS Furniture's lecterns are American originals, handcrafted with the finest materials and classic designs. These finely made lecterns are certain to add style and sophistication to your meeting venue. A complete line of custom installed options and accessories are available to nearly limitless possibilities.



SPECS	EXECUTIVE™	MAGNUS™	
Console Height:	15	15.5	
Console Depth:	24.5	27.75	
Console Width:	27.25	29.25	
Column Height:	28	33	
Column Depth:	6.5	24	
Column Width:	19.5	24.75	
Base Depth:	20		
Base Width:	27.5		
Shelf Height:	6.25	3.5	
Shelf Width:	19.5	25	
Overall Height:	49	48.5	
Overall Depth:	24.5	27.75	
Overall Width:	27.25	29.25	
Reading Surface:	23.5 W x 17.5 D	26 W x 25.25 D	
Reading Surface Height:	40	40	
Weight:	170 lbs	225 lbs	

OTHER OPTIONS: Custom Logos, Timer/Clock, 220 VAC, LCD Mount, Locking Doors, Document Camera and Laptop Shelves

FINISHES AVAILABLE (Executive, Magnus, Silhouette, Radius)



Natural Oak



Dark Oak



Walnut



Natural Cherry



Black Lacquer



Dark Cherry

ADDITIONAL FINISHES (Magnus, Silhouette, Radius)







Sapele



iPod Dock



Padded Covers



Public Address



Microphones



Cut Outs

EVERYDAY LECTERNS

We are pleased to offer these beautifully crafted floor lecterns in three distinct styles.

More than making a stunning presentation, PS Furniture lecterns feature intelligent designs. All models feature wheels for ease of movement room-to-room. Standard features include ample storage compartments and a large work surface to accommodate laptops, binders, etc. Other custom installed options and accessories are available to perfectly suit your space and purpose.



SILHOUETTE™	27"	RADIUS™ 36"	SPECTRUM™	
9	47	47	48	
21	24	24	20.5	
22	27	36	27	
38				
9				
12				
16				
20				
	6	6	8	
	25	30	14	
47	47	47	48	
47	24	24	20.5	
47	27	36	27	
20 W x 14 D	25.5 W x 16 D	34.5 W x 16 D	20 W x 18 D	
40	40	41	41	
75 lbs	145 lbs	200 lbs	70 lbs	

OTHER OPTIONS: Custom Logos, Solid Front Panels, Timer/Clock, 220 VAC

CARPET FINISHES AVAILABLE (Radius, Spectrum)



Brick





Butternut Charcoal Gunmetal





Onyx



Hunter



Navy

TRIM FINISHES AVAILABLE (Spectrum)







Black Natural Walnut Stained Oak Oak



Power Outlets



Mic Mounts



Reading Light



When ease of movement is essential, two of PS Furniture's ultra-portable lecterns stand out.

The New Dimensions™ model is a folding lectern that sets up easily and in a flash. This lectern looks great and stores in a minimal amount of space. It is less than five inches thick when folded, plus is lightweight and easy to carry. Choose the New Dimensions™ lectern when speed and portability are vital.

Our Portable Folding Lectern is a high-pressure laminate surfaced folding lectern that sets up and tears down easily thanks to its hidden hinges. Put

your personalized touch on it with a wide array of laminate options or get creative with your own custom graphics.



SPECS



NEW DIMENSIONS™

Dimensions: 48.25 H x 24 W x 17.75 D (setup)

48.25 H x 24 W x 4.5 D (folded)

Weight: 36 lbs 66lbs



PF

CARPET FINISHES AVAILABLE (New Dimensions, Lecternette)







Charcoal









psfurniture

42.75"H x 22"W x 15"D (setup)

Tab 9 – Innovation

New Products

Revolution Shield™ Flip-Top Tables with Amulet® Ballistic Barriers Signature Series™ Model 1
Signature Series™ Model 2
Signature Series™ Model 3

New Fabrics

NEW Clean Vinyl Solids collection carded program C-Zero® collection carded program

Future Innovation

CURV™ COVE™







NEW AND PATENT-PENDING REVOLUTION SHIELD™ FLIP-TOP TABLES ARE DESIGNED TO STOP BULLETS FIRED FROM A HANDGUN.



Revolution Shield™ Flip-Top Tables with Amulet® Ballistic Barriers

1.800.762.0415 psfurniture.com/RevShield



Revolution® tables have always been amazingly lightweight - literally 2/3 lighter than traditional particleboard or MDF tables of the same thickness. PS Furniture's NEW Revolution Shield™ Flip-Top Tables with Amulet® Ballistic Barriers* add a new dimension where lightweight still matters, only now it's secondary to ballistic protection.



FEATURES

- Revolution Shield Flip-Top Tables have Amulet® 1 and 2 Ballistic Barriers as part of the table core and modesty panel, respectively.
- Amulet's Amulet 1 and 2 Ballistic Material has been extensively tested to prove it can stop hand-gun bullets.
- Amulet 1 and 2 Ballistic Materials deliver NIJ IIIA and UL752 handgun protection (fired from .22 caliber to .44 Magnum handguns), with multi-hit, non-ricochet capability
- Two Modesty Panel Versions:

Standard Modesty Panel

- Dimensions: 50/62"L x 16.5"W
- Fits in line with the profile of the legs when in flipped position
- · Aligns with the legs and is 5" from the table edge on each side

Extended Modesty Panel

- Dimensions: 60/72"L x 16.5"W
- Cutout design adds extended length to the modesty panel coverage when in the flipped position
- · Fits snugly over the tables metallic leg base to create protective wall
- 2 tables pushed together act as a wider ballistic wall (shown above)

OPTIONS

- Top Sizes: 24" x 60" or 24" x 72"
- · Laminate: Wilsonart® or Formica® high-pressure standard laminate options
- Edge: MAXX Edge® comes in standard colors Black or Graphite (other color options available for QTY 10+)
- Base: Leg powdercoat comes in standard color Silver (other color options available for QTY 10+)

Standard Modesty Panel



SPECIFICATION NOTES

- The inclusion of Amulet® Ballistic Barrier technology inside of Revolution Shield™ Flip-Top Tables enables ballistic protection against all common handgun threats included in standards UL 752 and NIJ 0108.01.
- The Revolution Shield™ Flip-Top Table measures 24" x 60" with the coverage of the Amulet® Ballistic Barrier technology being 23" x 59". The Revolution Shield™ modesty panel is constructed entirely with Amulet® Ballistic Barrier technology and measures 16.5" x 50".
- The Amulet® Ballistic Barrier technology used in the Revolution Shield™ Flip-Top Tables specifically meets or exceeds the ballistic requirements in standards UL 752 for threat ratings 1, 2, 3, and 6, and NIJ 0108.01 for armor type III-A. These standards are for handguns only.
- The Revolution Shield® Flip-Top Tables containing Amulet® Ballistic Barrier technology cannot and will not protect against ammunition not described in the listed stated standards. These standards do not include any type of rifle-fired ammunition.
- Revolution Shield™ Flip-Top Table with Amulet® Ballistic Barrier technology is patent-pending.
- WHILE THE PRODUCT MEETS THE STATED PERFORMANCE LEVELS OF BALLISTIC STANDARDS UL 752 AND NIJ 0108.01, PS FURNITURE SHALL IN NO EVENT BE LIABLE FOR ANY PERSONAL INJURIES (INCLUDING DEATH) SUSTAINED BY PERSONS USING THE PRODUCT.

*PATENT PENDING

1.800.762.0415 psfurniture.com/RevShield



making your space your own

MODEL 1

Flex Back Movement for Superior Comfort

INTRODUCING SIGNATURE SERIES™

Mesh Back chairs from PS Furniture's Signature Series are offered in a variety of price points, frame colors and upholstery material from any of our carded programs, as well as COM.

All models are made in America, ship semi-assembled and come with a 10-year warranty on mechanical and structural parts (including cylinders).



FEATURES

- Simple Synchro Control with 3:1 Back to Seat tilt Ratio
- Tension Control Knob and Upright Tilt Lock
- 2-Way Height Adjustable Arms with soft-touch Arm Pads
- High Density 3" thick Molded Foam Seat

OPTIONS

- Height: Available as Desk Height Chair or Drafting Height Stool
- Back: Available in Black Mesh
- Frame: Available in Black
- Seat: Available in any Momentum, Stinson or COM fabrics grades 1-15

LIST PRICING MODEL 1

Task Chair with Arms (Model TC-2-3)
 COM \$495

Grade 2 \$550

Task Stool without Arms (Model TS-1-3)

COM \$555

Grade 2 \$610



Model TS-1-3













Simplicity in Design, Ergonomics and Functionality



INTRODUCING SIGNATURE SERIES™

Mesh Back chairs from PS Furniture's Signature Series are offered in a variety of price points, frame colors and upholstery material from any of our carded programs, as well as COM.

All models are made in America, ship semi-assembled and come with a 10-year warranty on mechanical and structural parts (including cylinders).



FEATURES

- Full Synchro Control with 2:1 Back to Seat Tilt Ratio
- Tension Control Knob and 3-position back Tilt Lock
- 6-Way Height Adjustable Arms with Pivoting and Sliding Arm Pads
- Suspension Seat with High Density, Highly Resilient Molded Foam
- Height Adjustable Ratchet Back
- Built-in Seat Slider

OPTIONS

- Back: Available in Black Mesh
- Frame: Available in Black (B), Gray (G) or White (W)
- Seat: Available in any Momentum, Stinson or COM fabrics grades 1-15

LIST PRICING MODEL 2

Management Chair with Arms (Model MC-2-3-W)
 COM \$845
 Grade 2 \$900













Versatile Executive, Conference and Managerial Seating



INTRODUCING SIGNATURE SERIES™

Mesh Back chairs from PS Furniture's Signature Series are offered in a variety of price points, frame colors and upholstery material from any of our carded programs, as well as COM.

All models are made in America, ship semi-assembled and come with a 10-year warranty on mechanical and structural parts (including cylinders).



FEATURES

- Intensive Synchro Control by Donati with 2:1 back to seat Tilt Ratio and 4-position back Tilt Lock
- Side Tension Control
- 5-degree Forward Seat tilt
- Integrated Seat Slider
- Adjustable Lumbar Support
- 6-Way Height Adjustable Arms with Pivoting and Sliding Arm Pads
- Suspension Seat with High Density, Highly Resilient Molded Foam

OPTIONS

- Back: Available in Black Mesh
- Frame: Available in Black (B), Gray (G) or White (W)
- Seat: Available in any Momentum, Stinson or COM fabrics grades 1-15

LIST PRICING MODEL 3

Executive Chair with Arms (Model EC-2-3-G)
 COM \$945

Grade 2 \$1000



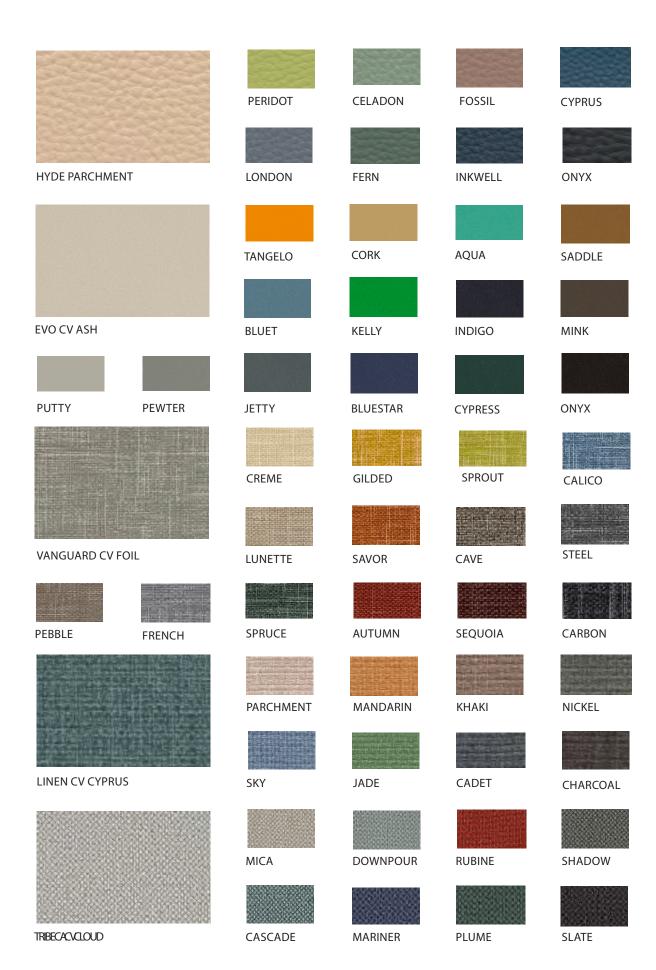














ii psfurniture





ij psfurniture



Introducing CURV™

Curv™...bringing privacy to open spaces.

Curv is a range of acoustic work areas that enable semi-private open spaces. In open space plans, there are times when you need to find your own space. Your work or learning environment must facilitate privacy to concentrate and yet have enough openness to invite collaboration. Curv serves both these purposes, with many versions to allow the best of both worlds. Many Curv models are fully customizable!



CURV™ CUBE DOUBLE UNIT



- Seats 2
- Height: 48" (other heights available with customization)
- Chairs priced independently (not included)

CURV™ZIG ZAG TRIPLE UNIT



- Seats 3
- Height: 48" (other heights available with customization)
- Chairs priced independently (not included)
- Model Number*: CU-ZIGZAG3-### ### ###

CURV™ CUBE -



- Seats 4
- Height: 48" (other heights available with customization)
- Chairs priced independently (not included)

FABRIC / LAMINATE INFO

Curv* is offered in Camira Synergy fabric (https://www.camirafabrics.com/us/fabrics/contract/synergy) and Wilsonart* or Formica* laminates.

*Model Number Code Information:

1st ### = Fabric 1 Code 2nd ### = Fabric 2 Code

3rd ### = Laminate Code

TECHNICAL FEATURES -

- 1 3/8" thick panel
- Single panel height (no stacking)
- Straight panels
- The maximum panel size is 60" tall x 60" wide
- · Screw/connecting plate panel connection.
- Screws on one edge of the panel engage with keyhole plates installed on the edge of another panel.
- Optional upgrade to foam backed fabric
- Individual junction panels enable multiple configurations
- The panel edge trim is a thin line of fabric of your choice



Introducing COVE™

Most work and learning space are still devoted to independent activity. Cove™ serves this purpose extraordinarily well, offering comfortable private work or learning areas. Cove™ panels are sound dampening for concentration and its "enclosure design" minimizes other kinds of distractions, affording an unusually productive work or learning space. Many Cove™ models are fully customizable!

COVE™ STUDY BOOTH



- Seats 1
- Height: 42" (other heights available with customization)
- Chair priced independently (not included)

COVE™ CORRAL -



- Seats 2
- Height: 42" (other heights available with customization)
- Chairs priced independently (not included)

FABRIC / LAMINATE INFO —

Cove* is offered in Camira Synergy fabric (https://www.camirafabrics.com/us/fabrics/contract/synergy) and Wilsonart* or Formica* laminates.

*Model Number Code Information:

1st ### = Fabric 1 Code 2nd ### = Fabric 2 Code 3rd ### = Laminate Code

TECHNICAL FEATURES

- 2 1/8" thick panel
- Multiple panel stacking (allows for color variations)
- Curved panels
- The maximum panel size is 42" tall x 48" wide
- Robust panel connection, has an aluminum connecting rod between panel edges
- Foam backed fabric is standard offers sound absorption
- Does not have individual junction panels
- The panel edge trim is a fabric insert the thickness of the panel

Introducing COVE™

COVE[™] WORK BOOTH —— MODEL 2

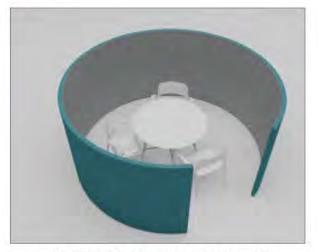


- Seats 2
- Height: 42" (other heights available with customization)
- · Chair priced independently (not included)

COVE™ MEETING SPACE ———

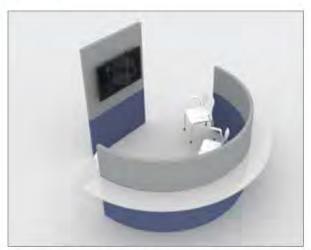


- Seats up to 4
- Height: 42" (other heights available with customization)
- · Chair priced independently (not included)
- Acacia™ table tops and table legs are included



- Height: 54" (other heights available with customization)
- Table and chairs priced independently (not included)
- Model Number*: CO-MEDIA1-###-####

COVE™ MEDIA UNIT — MODEL 2



- Height: 54" (other heights available with customization)
- Included: 72" 1/2-circle table top and base (not pictured)
- · Not Included: TV, TV stand, chairs

Tab 10 – Required Documents

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
 - Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the
 Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting
 from this procurement process in the event of a breach or default of the agreement by Offeror as
 detailed in the terms of the contract
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
 - Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror
 certifies that offeror will be in compliance with all applicable provisions of the Contract Work
 Hours and Safety Standards Act during the term of an award for all contracts by Participating
 Agency resulting from this procurement process.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

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

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

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

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- o 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: PS Furniture, Inc. / Steven Cook / Public Contract Manager

Blew Cook

Address: 1339 West Mequon Rd; Suite 215

City, State, Zip: Mequon, WI 53092

Authorized Signature:

Date: 7/15/22

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment 0, 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	PS Furniture, Inc.
Print Name	Steven Cook / Public Contract Manager
Address	1339 West Mequon Rd; Suite 215
City, Sate, Zip	Mequon, WI 53092
Authorized signature	Blew Cake
Date	7/15/22

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues 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	1) lew look
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Date	7/15/22

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	PS Furniture, Inc.	_
Address	1339 West Mequon Rd; Suite 215	
City/State/Zip	Mequon, WI 53092	
Telephone No.	800-762-0415	
Fax No.	sales@psfurniture.com	
Email address	scook@psfurniture.com	
Printed name	Steven Cook	
Position with company	Public Contracts Manager	
Authorized signature	Blew Cake	_

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) <u>Maintain</u> 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) <u>Equal Employment Opportunity</u>. 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. <u>Age</u>. 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. <u>Disabilities</u>. 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) <u>Sanctions of Non-Compliance</u>. 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) <u>Non-Discrimination Assurances</u>. 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) <u>DBE Program</u>. 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, 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 me 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 me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/State and Territories.shtml

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