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RFP Response

National Cooperative Purchasing Alliance

RFP # 24-22



National Cooperative Purchasing Alliance

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

- Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

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

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

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

Process

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

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

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

◆ Past Performance

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

Evaluation Criteria

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

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

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


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

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Three H Furniture Systems Limited
Address	156462 Clover Valley Rd
City/State/Zip	New Liskeard, Ontario CA, P0J1P0
Telephone No.	814-342-7000
Fax No.	855-422-9197
Email address	info@threehcontracts.com
Printed name	Jay L Krause
Position with company	National Contracts Manager
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Three H Furniture Systems Limited (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-124, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

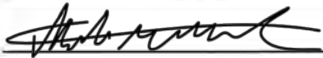
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

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

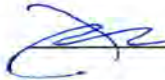
◆ General Provisions

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

National Cooperative Purchasing Alliance:

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

Vendor:

Three H Furniture Systems Limited
 Name: Jay L Krause
 Title: National Contracts Manager
 Address: 156462 Clover Valley Rd
New Liskeard Ontario POJ1P0
 Signature: 
 Date: 7.14.2022

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

◆ **Residency**

- Responding Company's principal place of business is in the city of New Liskeard, State of CA

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Sales Reports Jay L Krause / Accounts Payable Cathy LaPerriere
Title: Contracts Manager / Fee Payment Contact
Company: Three H Furniture Systems Limited
Address: 156462 Clover Valley Rd
City: New Liskeard State: Ontario Zip: POJ 1P0
Phone: 814-342-7000 Email: info@threehcontracts.com

- Purchase Orders

Contact Person: James Reese
 Title: Sales Report Contact
 Company: Three H Furniture Systems Limited
 Address: 156462 Clover Valley Rd
 City: New Liskeard State: Ontario Zip: POJ 1P0
 Phone: 705-647-4323 Email: info@threehcontracts.com

- Sales and Marketing

Contact Person: James Reese
 Title: Sales Manager
 Company: Three H Furniture Systems Limited
 Address: 156462 Clover Valley Rd
 City: New Liskeard State: Ontario Zip: POJ 1P0
 Phone: 705-647-4323 Email: j.reese@three-h.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

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

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

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

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



Three H Furniture Systems Limited
156462 Clover Valley Road
P.O. Box 1029
New Liskeard ON Canada P0J1P0

T. 800.767.5374

F. 888.484.5786

www.three-h.com

Jay L Krause National Contracts Manager

Tab 4 – Vendor Profile

Company's Official Registered Name: Three H Furniture Systems Limited

Brief History Of Your Company, Including The Year It Was Established: Three H Furniture Systems Limited was founded in 1973 by Heinz Dittmann, Helmer Pedersen & Helmut Moeltner. Today, Three H is still a family owned and run company that distributes perfectly tailored office furniture across North America. Contract prices are available to all local governmental agencies, political sub-divisions, schools and universities. This contract encompasses the T180 and the T181 furniture contracts.

Company's Duns Number: 207716432

Corporate Office Location: 156462 Clover Valley Rd, Temiskaming Shores, ON P0J 1P0, Canada

Online Catalog / Ordering Website : All ordering takes place through individual quoting based on the current list price and direct communication with the sales team of the corporate office.

Customer Service: Join our mailing list by leaving information on our website. We can also be reached at the following numbers Local: 705.647.4323 Toll Free: 800.767.5374 Fax: 888.484.5786 Email:

customer.service@three-h.com

three h

TERMS & CONDITIONS OF SALES

QUOTATIONS

Three H can only provide quotations to registered dealers. Standard quotations are valid for a period of thirty (30) days unless otherwise specified. Registered project quotations are valid for a period of sixty (60) days unless otherwise specified.

PRICING

All pricing is subject to change without notice. Prices are subject to any provincial or state taxes & are confirmed at time of invoice.

ORDER SUBMISSION

An official purchase order is required for all purchases. PO's may be submitted by **email to orders@three-h.com** or by **fax at 1-888-484-5786**. The following information is required on all purchase orders:

Company name, purchase order number, delivery address & contract number, Three H quotation number(s) or project registration number (if applicable), décor selections (tops, fronts, décor, trim, fabric), total net pricing including dealer discounts and any applicable freight & tax amounts.

CONFIRMATIONS

After receiving a purchase order, Three H will provide a confirmation along with estimated ship dates. If any discrepancies exist, Three H will provide a deficiency report outlining the details. If you do not receive a confirmation within 48 hours of submission, please contact customer service for verification.

DEPOSIT REQUIREMENTS

Deposits may be required on large volume orders & can be requested by Three H at quotation stage or at time of purchase order.

ORDER CHANGES AND CANCELLATIONS

Canceled orders may be subject to re-stocking fees. Re-stocking fees are a percentage net (including full amount) depending on their status in production. All Three H is product is 'made to order' and does not come from a stocking program. Product returns must be authorized by Three H prior to being sent back. A return authorization number will be issued by our warranty/claims department upon approval. All product being returned must be packaged securely in a similar manner as it was delivered. Product returned damaged will be refused.

REPLACEMENTS

Replacement components can be requested from **replacements@three-h.com** or by calling **1.800.767.5374 ext. 235**. Please have original Three H order number available when requesting replacements parts. Any installation and labor charges related to warranty replacements must be reviewed & approved by Three H prior to being reimbursed. Three H does not reimburse for concealed freight damages or damages that occur during installation.

WARRANTY

Three H Furniture Systems offers a limited lifetime warranty on all products. For detailed information, please review our full warranty policy.

FREIGHT INFORMATION

MINIMUM FREIGHT CHARGES

Unless otherwise specified, freight is included to dealer dock on all orders when combined shipment values exceed \$5000 list. In certain locations, zone freight premiums may apply. Combined orders under the minimum list will have a \$150 net freight charge applied. Three H is not responsible for consolidating or holding orders in order to meet the minimum requirements. This is the responsibility of the dealer.

ALTERNATE SHIP TO LOCATIONS

If alternate ship to locations other than dealer dock is required, additional freight charges may apply. Please contact Three H Customer Service to verify prior to submitting PO.

ADDITIONAL CHARGES

Additional shipping charges may also apply for direct to site delivery, weekend delivery, storage fees, gate services, call ahead notices, excessive unload times or other custom freight requests. Please contact customer service for any freight related questions.

DAMAGED PRODUCT

All merchandise is inspected and packed prior to shipment. It is the responsibility for the dealer to inspect packaging thoroughly upon delivery for any damages prior to accepting delivery. Obvious damages or shortages should be noted on the freight bill (bill of lading) and a claim filed immediately with Three H. Concealed damage should be reported to Three H immediately upon discovery. Any claims against Three H for apparent defects, errors or shortages must be made by the purchaser, in writing, within ten (10) working days after delivery. Failure to make a claim within ten (10) days shall constitute acceptance of the goods and a waiver of any apparent defects, errors or shortages.

TER	SALESREP	ST	SALES TERRITORY	TEL	CELL	EMAIL
U01	James Reese		ID, OR		502-553-5957	jreese@three-h.com
U02	Bam Associates	DE	Delaware		215-740-8833	jerrybenn@bamassoc.com
U02	Jerry Benn	PA	Eastern Pennsylvania		215-475-2304	calebtollen@bamassoc.com
U02	Caleb Tollen	PA	Philly Metro		215-429-0923	chuckamos@bamassoc.com
U02	Chuck Amos	NJ	New Jersey		610-680-6888	vickikern@bamassoc.com
U02	Vicki Kern - Design & Quote Special				610-279-2600	deb@bamassoc.com
U02	Deb Benn - Commissions					
U03	OPM	MT	Montana			
U03	Hal Pettit	MN	Minnesota	763-416-3850	612-251-6659	officeproductsmarketing@gmail.com
U03	Jen Pettit	ND	North Dakota	763-416-3850	612-508-1545	jenpettit.opm@gmail.com
U03	Kathy Pettit	WI	Wisconsin(W. Edge)	763-416-3850	612-251-6658	officeproductsmarketing@gmail.com
U03		SD	South Dakota			
U04	Contract Source Group	MI1	Michigan			
U04	Mike Bramson			248-745-9990	248-310-8291	mike@csgreps.com
U04	Michael Ciranna			248-745-9990	248-515-3141	michael.ciranna@csgreps.com
U04	Nick Bramson			248-745-9990	248-561-1704	nick@csgreps.com
U04	Tom Brasseur			248-745-9990	248-310-0291	tom@csgreps.com
U04	Anne Marie Redoutey			248-745-9990		annemarie@csgreps.com
U04	Theresa Brasseur - Office Manager			248-745-9990	248-310-0290	theresa@csgreps.com
U05	Ross Resource, Inc	TN	Tennessee			
U05	Lu Ross			615-973-3506		rossresc@aol.com
U05	Penny Schaffler - Memphis			901-262-9601		pschaff@comcast.net
U05	Anne Copeland - Eastern TN			615-202-7491		acopeland2@mac.com
U05	Patrick O'Rourke - Nashville			615-477-3506		porourke.rrj@outlook.com
U05	Jodi Hertz - Office Manager					hertzjodi@hotmail.com
U06	Dynko Contract Inc.	NY2	New York - Upstate			
U06	Dennis Dynko			716-208-3418		dynkocontract@outlook.com
U07	Marc Shore Associates Inc.	FL2	FL-Other than Panhandle			
U07	Marc Shore			407-774-7785	407-619-3900	marc@marcshoreassociates.com
U07	Louie Rosado			407-774-7785	904-233-0575	louie@marcshoreassociates.com
U07	Dennis Laguador			407-774-7785	904-910-0940	dennis@marcshoreassociates.com
U07	Brooke Markham-Design/Sales			407-774-7785		Brooke@marcshoreassociates.com

U07	Pavia Lehman-Customer Service				407-774-7785		pavia@marcshoreassociates.com
U07	Donna Shore-Accounting/Comm				407-774-7785		donna@marcshoreassociates.com
U08	James Reese	NE	Nebraska		502-553-5957		j.reese@three-h.com
U08		IL3	Southern Illinois				
U08		IA	Iowa				
U08		MO	Missouri				
U08		KS	Kansas				
U09	Pringle-Ward	NY3	Manhattan, NY				
U09	Susan Goldschrufe - NY & NJ	NJ2	Northern New Jersey		201-220-3524		susan@pringleward.com
U09	Yaneiry Mayard - NY & Long Island				917-232-9900		yaneiry@pringleward.com
U09	Kevin Clark - Long Island				631-525-2719		kclark192@aol.com
U09	Kathleen Dodds - NJ				201-551-8658		kathleen@pringleward.com
U09	Cara Lamendola-Operations Manager				201-446-8770		clamendola@pringleward.com
U09	Gabriella Segarra-SR Manager				646-983-1185		gabriella@pringleward.com
U10	Kayser-Wesner	WA	Washington				
U10	Andrew Wesner				206-683-1169		andrew@kayserwesner.com
U10	Lynn Nelson				206-853-6634		lynn@kayserwesner.com
U11	Carpenter-Smith Southwest	OK	Oklahoma				
U11	Cindy Carpenter-Smith (Dallas & TXW)	AR	Arkansas		972-898-4089		cindy@csswinc.com
U11	Dana Smith (Ft.Worth, TXE, AR & OK)	TX	Texas North		214-674-7876		dana@csswinc.com
U11	Colby Register (Dallas & AR)				210-952-8030		colby@csswinc.com
U11	Jessica Carpenter (A&D)				214-528-6942		jessica@csswinc.com
U11	Allison Sicking - Office Manager				214-528-6942		allison@csswinc.com
U11	Kristin Barnhart - Office Manager				214-528-6942		kristin@csswinc.com
U12	Ken Altiero & Associates, Inc.	IN2	Indiana				
U12	Ken Altiero	OH	Ohio		330-779-0768		ken@kenaltieroassociates.com
U12	Adam Altiero	KY	Kentucky		330-540-4943		Adam@kenaltieroassociates.com
U12	Lisa Barton - A&D / Admin	WV	West Virginia		330-719-4314		lisa@kenaltieroassociates.com
U12		WPA	West Pennsylvania				
U13	Luther and Associates	NC	North Carolina				
U13	Mike Luther (Triad & Triangle NC)	SC	South Carolina		336-888-8735		mluther@michaelfluther.com
U13	Kim Luther (Western NC & Select Accts)				336-209-2540		kim@michaelfluther.com
U13	Andrew Luther(Eastern NC & Coastal SC)				910-612-7834		aluther@michaelfluther.com

U13	Tony Reask(Charlotte/West & Central SC)				336-509-4421	treask@michaelfluther.com
U13	Jared Cockerham(West NC>Select Accts)				336-541-2345	jared@michaelfluther.com
U13	Tammy Brit - Office Manager				336-885-1496	tammy@michaelfluther.com
U14	designlines	IL 1	Chicago			
U14	Don Carly	IL2	Illinois (North)	312-644-3726	312-961-3912	don@designlinesgroup.com
U14	Bill Neketis			312-644-3726	312-961-8546	bill@designlinesgroup.com
U14	Michele Gates	IN1	Indiana	312-644-3726	312-286-9807	michele@designlinesgroup.com
U14	Sean Carly			312-644-3726	630-649-8252	sean@designlinesgroup.com
U14	Mary Carly	WI2	Wisconsin	312-644-3726	630-818-5606	mary@witespace.com
U14	Dana Simms			312-644-3726		dana@designlinesgroup.com
U15	STIR	CO	Colorado			
U15	Tina Turner	WY	Wyoming	303-733-0404	303-882-4499	tina@stirdenver.com
U15	Steve Walters			303-733-0404	303-517-3713	steve@stirdenver.com
U15	Nina Entine			303-733-0404		nina@stirdenver.com
U15	Tess Wilson - Marketing & Sales			303-733-0404	720-435-5635	tess@stirdenver.com
U16	Integrity Contract Office Inc	VT	Vermont			
U16	Rich Sassone	RI	Rhode Island		508-274-1604	rich@integritycontractoffice.com
U16		MA	Massachusetts			
U16		NH	New Hampshire			
U16		ME	Maine			
U16		CT	Connecticut			
U17	JR+A	GA	Georgia			
U17	Joel Robinson			770-559-0706	404-274-5623	joel@irareps.com
U17	Amber Robinson Terry			770-686-5260	336-688-1771	amber@irareps.com
U17	Monica Lazo				404-441-4918	monica@irareps.com
U17	Kara Pumphrey - Admin Support			770-855-2112		kara@irareps.com
U17	Leyla Robinson - Admin Support				404-438-5966	info@irareps.com
U18	Gary Hierlity				416-538-9393	g.hierlity@three-h.com
U19	LevelWest LLC	CA	Southern California			
U19	David Logsdon		Orange County/ Inland Empire		714-329-1636	david@levelwestreps.com
U19	Leza Hutchinson		San Diego		619-417-4500	leza@levelwestreps.com
U19	Caden Logsdon				512-569-4656	caden@levelwestreps.com
U19	Debora Gorka				714-274-9924	debora@levelwestreps.com
U20	J.B. Smith, Inc	AZ	Arizona		602-434-6332	602-908-2898
						brett@officeinteriorshowroom.com

U20	Brett Smith	NV	Nevada (Except Reno)			
U20		NM	New Mexico			
U20		TX1	West Texas			
McLain Group, Inc.						
U21	Andy McLain	VA	GSA - Virginia	301-633-8057	andy@mcclaingrouppreps.com	
U21	Brian Heckman	MD1	GSA-Maryland	336-509-2720	brian@mcclaingrouppreps.com	
U21	Chris Peck	MD	Maryland	804-450-5771	cpeck@biznet.net	
U21	Mason Barish	DC1	GSA-Washington DC	410-245-0818	mason@mcclaingrouppreps.com	
U21	Jen Field	DC	Washington DC	571-331-7337	jen@mcclaingrouppreps.com	
U21	Rich Koski			301-385-8497	rich@mcclaingrouppreps.com	
U21	Clay Koski			240-751-7691	clay@mcclaingrouppreps.com	
U21	Justin Collins			301-437-6462	justin@mcclaingrouppreps.com	
Taylor Contract Group, LLC						
U22	Steve Taylor	LA	Louisiana	225-603-1011	steve@taylorcontract.net	
U22	Jamie Taylor	MS	Mississippi	225-938-3055	jamie@taylorcontract.net	
Connection Resource						
U23	George Schoenwald	CA2	Northern California	415-306-6399	george@connectionresource.com	
Johnson Simon Resources						
U24	Jeff Simon	TX2	Texas, South	713-789-6006	281-682-5113	jsimon@johnsonsimon.com
U24	Jim Johnson			713-789-6006	281-435-4941	jjohnson@johnsonsimon.com
U24	Sharon Parker - Design Manager				713-557-0789	sparker@johnsonsimon.com
U24	Jan McCormick - Office Manager			713-789-6006		jmccormick@johnsonsimon.com
Empty						
Harrison Workplace Furnishings						
U26	Jimmy Harrison	FL1	Florida Panhandle	205-567-8084	jimmy@harrisonreps.com	
U26	Lisa Belcher-Admin	AL	Alabama	843-810-3895	lbelcher@harrisonreps.com	
Design Source						
U27	Austin Beaslin	UT	Utah	801-961-8500	801-865-2084	austin@designsourcesc.com
U27	Donna Rohbock - A&D Rep			801-961-8500	801-550-1278	donna@designsourcesc.com
U27	Ashley Pike - Marketing & Sales			801-961-8500	801-232-6525	ashley@designsourcesc.com
U27	Lacy Van Rij - Office Manager			801-961-8500	801-243-9305	lacy@designsourcesc.com



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DESIGN WITH THE ENVIRONMENT IN MIND

LEED contributions:

SCS Indoor Advantage Gold - Indoor Air Quality

Three H casegoods and MultiStations OS system products meet LEED requirements for EQ Credit: Low-Emitting Materials, Furniture.

RECYCLED CONTENT

Made in North America using materials containing high levels of recycled content (including the main component - laminated CARB compliant commercial grade particleboard), which contributes to LEED credits.

CONSTRUCTION WASTE MANAGEMENT

Component packaging materials consist almost largely of high recycled content cardboard and re-used wood pallets both of which are easily divertable from landfill and contribute to recycling and reuse programs.

DAYLIGHT AND VIEWS

A broad range of product sizing, custom specifiable components and the integration of glass panels accommodates low profile workstation layout and designs.

RESOURCE REUSE - FURNITURE AND FURNISHINGS

Easily expandable, reconfigurable and durable, Three H casegoods and MultiStations OS system products can be re-purposed to serve a broad range of applications throughout its useful life and contribute to Resource Reuse in future projects.

The quality of components, simplicity of design, and enhanced reconfigurability combine to make Three H Furniture Systems a valuable, sustainable solution for the office today and tomorrow.



Executive Commitment

Three H is committed to becoming an increasingly more sustainable company by employing policies and practices that look to protect our natural environment, support our local economy and engage with our communities. We aim to make consistent progress towards sustainability in all facets of our operations. We respect the natural, economic and human resources that help sustain our business and strive to communicate our sustainability commitments and progress to our key stakeholders.

Sustainability Policy

Three H understands that becoming a more sustainable company is our corporate responsibility. We will strive to operate a business that will not compromise future generations. This policy is used as a framework and guides the Three H decision making process. It is reviewed and revised regularly to ensure that it reflects our commitment to sustainability for all facets of our business operations. Three H has identified seven (7) environmental aspects, that, along with supporting goals, are the priorities for us as a company as we strive for a sustainable future.

Waste Management

- Reduce the amount of waste generated by our business operations.
- Reduce the amount of waste we send to landfill.
- Reduce the amount of waste we leave our clients and end-users in shipping our products.

Energy Efficiency

- Conserve energy and improve the energy efficiency of our business operations.
- Explore ways to increase the use of renewable and clean energy sources.

Water Efficiency

- Reduce the amount of potable water used at our facilities.

Social Responsibility

- Support the local communities in Northern Ontario by actively participating in initiatives and providing the region with local job opportunities.
- Support local suppliers and services where possible.

Our Products

- Reduce the impacts our products have on the environment in all stages of our products' life-cycle.

Stakeholder + Employee Engagement

- Engage our employees and other stakeholders in our sustainability goals and objectives.
- Provide our employees with a safe and healthy place to work.

Legal and Other Requirements

- Meet all environmental regulations applicable to our business operations.

Tab 5 – Products and Services

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

three h

LIMITED LIFETIME WARRANTY

Three H Furniture Systems Limited ('Three H') provides a limited lifetime warranty on all products sold to the original purchaser by a Three H authorized dealer. Three H warrants that its product will remain functional¹ for as long as the original purchaser owns the product. The obligation of Three H under this warranty is to repair or replace with a comparable product or component determined to be defective by Three H at no cost to the original purchaser, FOB purchaser's destination.

¹ Remain Functional refers to the products ability to fulfill its original purpose or function.
Updated November 2018

EXCEPTIONS TO THIS WARRANTY MAY INCLUDE:

- Three H provides a full warranty on our bullnose, wavecrest and prestige wood trim and finish for a period of 3 years after date of delivery. After 3 years, the warranty applies to the wood edge only. General wear and fading of the finish after a 3 year period is not considered a defect.
- Three H provides a full warranty on our Workshelf wood legs and finish for a period of 3 years after date of delivery. After 3 years, the warranty applies to the leg only. General wear and fading of the finish after a 3 year period is not considered a defect.
- Variation in laminate finish characteristic including color and texture is not considered a defect.
- All fabrics including tackboards, panels & cushions are warranted for a period of 5 years after date of delivery.
- All lighting products including bulbs, tubes, ballasts and LEDs do not carry a warranty.
- All power related products & components carry a **1 year** warranty.
- All electric height adjustable components carry a **5 year** warranty.
- Product & components which are not directly manufactured by Three H. In this case warranty is determined by what is offered from the manufacturer of the defective product or component.
- Product that is not sold by a Three H authorized dealer.
- Product that is not installed & maintained in accordance with Three H's guidelines & instructions.
- Product that is damaged by the end user due to misuse, accident, abuse, negligence or shipping.
- Incidental wear to product including scratches & dents occurring from everyday use.
- Product that has been altered or re-configured in any way prior to written approval by Three H.
- Product which has received excessive exposure to U.V rays, heat, water or harsh chemicals.
- Product that has been damaged due to re-installation without the assistance of an authorized Three H dealer or installer.
- Product that has been subject to conditions that exceed the BIFMA/ANSI standards applicable to that product.
- Product that is being used for rental purposes.
- Customers own material (COM) provided at the request of the user is not covered by the Three H warranty.

WARRANTY CLAIM PROCEDURE

- All warranty claims must be authorized by Three H prior to approval.
- Claims can be directed to Three H's warranty & replacement officer by contacting 1.800.767.5374 or by emailing claims@three-h.com.
- Claims must include original order number, as well as a description of return request.
- Three H reserves the right to investigate any of the above mentioned exceptions, request digital photos of the product in question, as well as proof of original ownership prior to warranty approval.

THIS WARRANTY LIABILITY IS LIMITED TO THE REPLACEMENT OF PRODUCT. THREE H WILL NOT BE HELD LIABLE FOR ANY PERSONAL OR PROPERTY DAMAGE AS WELL AS ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE. THIS WARRANTY EFFECTIVE NOVEMBER 2018 SUPERSEDES ALL PREVIOUS WARRANTIES OFFERED BY THREE H FURNITURE SYSTEMS LIMITED.

CARE & MAINTENANCE

- Three H laminates can be easily cleaned with warm water and mild soaps. Do not use cleansers which contain abrasives, acids or alkalis.



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Jay L Krause

National Contracts Manager

Categories for bid submission

- Ancillary Furniture Products
- Audio / Visual Furniture
- Auditoriums and Theaters
- Cafeteria
- Classroom / Educational / Dormitory
- Conference or Breakroom / Training
- Healthcare / Medical / Therapy Practices
- Highmark
- Lactation Rooms and Furniture Pods
- Library
- Lighting
- Lounge / Reception
- Office
- Outdoor
- Science Lab
- Tables / Meeting Conference Room

Tab 8 – Value Added Products and Services

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



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Made To Order: At Three H, our made-to-order design philosophy and production means we can create your ideal furniture solution in the exact site of your choice. Simply send a email to goutes@three-h.com or call us at 1.800.767.5374 and our Three H CAD designers and customer service team will draft up the ideal solution, including layout, components lists and quotes.

Three H & Environment: SCS Indoor Advantage Gold – Indoor Air Quality. Three H case goods and multi stations OS system products meet LEED requirements for EQ credit: Low-Emitting Materials, Furniture. Three H uses recycled content that is made in North America using materials containing high levels of recycled content (including the main component -laminated CARB compliant commercial grade particleboard, which contributes to LEED credits. Construction waste management- Component packaging materials consist of high recycled content cardboard and re-used wood pallets both of which are easily divertible from the landfill and contribute to recycling and reuse programs. Daylight and Views- A broad range of product sizing, custom specifiable components and the integration of glass panels accommodates low profile workstation layout and designs. Resource Reuse – Furniture and Furnishings – Easily expandable, reconfigurable and durable, Three H casegoods and multi stations OS system products can be re-purposed to serve to broad range of applications throughout its useful life contribute to resource reuse in future projects.

Healthier Hospitals: We are now part of healthier hospitals, a practice green health program. Most Three H products can meet the safer chemicals challenge of the healthier hospitals healthy interior's goal version 2.0. This is a significant step in assuring we meet the requirements to be a leader in the health care market. Currently we have several clients in this field, one of whom is Winthrop Hospital. (Now part of the NYU Langone Health network).

Executive Commitment Three H is committed to becoming an increasingly more sustainable company by employing polices and practices that protect our natural environment, support our local economy, and engage with our communities. We aim to make consistent progress towards sustainability in all facets of our operations. We respect that natural, economic, and human resources that help sustain our business and strive to communicate our sustainability commitments and progress our key stakeholders.

Sustainability Policy: Three H Understands that becoming a more sustainable company is our corporate responsibility. We will strive to operate a business that will compromise future generations. This policy is used as a framework and guides the Three H decision making process. It is reviewed and revised regularly to ensure that it reflects our commitment to sustainability for all the facets of our business operations. Three H has identified seven (7) environmental aspects, that along with supporting goals, are the priorities for us as a company as we strive for a sustainable future.



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Jay L. Krause

Waste Management

1. Reduce the amount of waste generated by our business operations
2. Reduce the amount of waste we send to the landfill
3. Reduce the amount of waste we leave our clients and end users in shipping out products

Energy Efficiency

- 1) Conserve energy and improve the energy efficiency of our business operations.
- 2) Explore ways to increase the use of renewable and clean energy sources.

Water Efficiency

- 1) Reduce the amount of potable water used at our facilities.

Our Products

- 1) Reduce the impacts our products have on the environment in all stages of our products life cycle.

Stakeholder & Employee Engagement

- 1) Engage our employees and other stakeholders in our sustainability goals and objectives
- 2) Provide our employees with a safe and healthy place to work.

Legal and Other Requirements

- 1) Meet all environmental regulations applicable to our business operations

Tab 9 – Innovation

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



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Jay L Krause

Provide details of your most recent innovation and how it affected sales in the public sector. Include the following, new categories, fabrics, finishes, ergonomics, safety features, performance enhancement.

- New Categories: Three h utilizes industrial designers to design all new products based on market trends and innovations by using research identifying the changing needs of the employee in the public and private sectors.
- Fabrics and Finishes: Three h partners with the top suppliers of fabrics (DesignTex, Maharam, CSF Stinson, Momentum ect.) and finishes. (Wilsonart, Panolam, Formica) These companies use the latest technology to assure quality and durability.
- Ergonomics: Three h partners with the top manufacture of sit to stand mechanisms for all benching and height adjustable tables.
- Safety features: Three h exceeds all BIFMA safety requirements.
- Performance enhancements: Three h continually adds products and features to its existing product lines based on changing needs in the public sector work environment.
- Three h procures 95% of all materials within a 500 mile radius of our manufacturing facility and imports nothing from Asia, assuring reliability in its supply chain.
- Three H provides tagging on all cartons that include a 3D drawing of the office or workstation cluster that the cartons contents belong.
- Three h includes installation instructions with each shipment.

Three h ships all its products on pallets reducing any chance of freight damage

Tab 10 – Required Documents

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS


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

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

Offeror: Three H Furniture Systems Limited

Address: 156462 Clover Valley Rd

City, State, Zip: New Liskeard, Ontario CA, P0J1P6


Authorized Signature: 

Date: 6.28.2022

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Three H Furniture Systems Limited
Print Name	Jay L Krause
Address	156462 Clover Valley Rd
City, State, Zip	Ontario CA 90310
Authorized signature	
Date	5-28-2022

Contractor Requirements

**Contractor Certification
Contractor's Employment Eligibility**

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




Date

6.28.2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	<u>Three H Furniture Systems Limited</u>
Address	<u>156462 Clover Valley Rd</u>
City/State/Zip	<u>New Liskeard, Ontario CA P0J 1P0</u>
Telephone No.	<u>814-342-7000</u>
Fax No.	<u>855-422-9197</u>
Email address	<u>info@threehcontracts.com</u>
Printed name	<u>Jay L. Krause</u>
Position with company	<u>National Contracts Manager</u>
Authorized signature	



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National Contracts Manager

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Three H Furniture Systems Limited Company agrees to :

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

Three H Furniture Systems Limited agrees that it will not discriminate against any employee or applicant for the employment because of race, color, creed, national origin, sex, marital status, age or disability. In addition, Three H Furniture Systems Limited 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.

DISADVANTAGED BUSINESS PARTICIPATION

Three H Furniture Systems Limited agrees to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Three H Furniture Systems Limited's receipt of payment for that Work from public agency. In addition, Three H Furniture Systems Limited agrees to return any



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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.

Three H Furniture Systems Limited 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

Three H Furniture Systems Limited 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 Three H Furniture Systems Limited by Public Agency, as they may be amended or promulgated from time to time during the term of this contract.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Three H Furniture Systems Limited 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.

Three H Furniture Systems Limited 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

Three H Furniture Systems Limited acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31



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National Contracts Manager

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, Three H Furniture Systems Limited certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.


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

Jay L Krause

Printed Name

National Contracts Manager

Position within the company



Authorized Signature



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State Notice Addendum

Three H Furniture Systems Limited Company agrees 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.

Jay L Krause
Printed Name

National Contracts Manager
Position Within The Company


Authorized Signature