Region 4 Education Service Center (ESC)

Contract # R191817

for

Furniture, Installation and Related Services with

Trendway Corporation

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the Trendway Corporation effective May 1, 2020:

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

APPENDIX A

CONTRACT

This Contract ("Contract") is made as	of, 2020 by and between	
Trendway Corporation '	("Contractor") and Region 4 Education Service Ce	nter
("Region 4 ESC") for the purchase of	Furniture, Installation, and Related Services ("the prod	ucts
and services").		

RECITALS

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

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

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

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

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

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

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

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

11) TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	Trendway Corporation	
Address	PO Box 9016, 13467 Quincy Street	
City/State/Zip	Holland, MI 49422-9016	
Telephone No.	616-399-3900	
Email Address	616-399-0668	
Printed Name	Loren Schrotenboer	
Title	Sr. Sales Administration Manager	
Authorized signature		
Accepted by Region 4 ESC:	:	
Contract No. <u>R191817</u>	- 100	
Initial Contract Term Mau	11,2020 to April 30,2023	
Region 4 ESC Authorized Box	Basser 4/28/202 Date	20
Margaret S. Bass		
Print Name		
Carmen J. M.	4/28/20	020
Region 4 ESC Authorized Bo	pard Member Date	
Carmen T. Moreno		
Print Name		

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A/Page 4	#14 Delivery	We will ship products 2-4 weeks after receipt of ord	er acceptable

Executive Summary

Trendway Corporation is pleased to offer this proposal to Region 4 ESC/OMNIA Partners, Public Sector.

- 50 years in the industry; steady growth since our inception in 1968.
- Full line of office furniture products, including Floor to Ceiling demountable partitions.
- Best service and lead times in the furniture industry
- Nationwide network of dealers in all markets of North America, supported by a network of Field Sales professionals and fully trained staff designers.
- Competitive pricing.
- Current GSA contract holder (since mid 1980's) GS-28F-0003V and hold numerous State and Local agreements.
- Products meet all applicable industry and safety standards.
- Privately held company.
- Exclusive "On Time or On Trendway" promise.
- 500,000 square foot headquarter and manufacturing facility in Holland, MI.
- Own and operate our own truck fleet.
- Showrooms and sales offices located in all key cities in the United States.
- Financially stable. Contact Jack Chance, Chief Financial Officer, for up to date financial information. (jchance@trendway.com).
- Superior Environmental Initiatives.
- Dedicated web site for Region 4 ESC/OMNIA Partners, Public Sector users.
- Limited Lifetime Warranty.
- Best in Class Customer Service/Technical Support Team.
- 99.8% On Time and Complete shipping performance.





7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 19-18 Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

foi

Furniture, Installation, and Related Services

SUBMITTAL DEADLINE: Wednesday, December 11, 2019, 2:00 PM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than December 2, 2019. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on Thursday, November 21, 2019 at 10:00 am in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by Friday, November 15, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: Thursday, November 7, 2019

I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Furniture, Installation, and Related Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Furniture, Installation, and Related Services, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 39 open-enrollment charter schools, representing more than 1.2 million students, 99,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

NATIONAL CONTRACT

Region 4 Education Service Center, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the

Offeror, OMNIA Partners provides marketing and administrative support for the Offeror that directly promotes the Offeror's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Offeror benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (Appendix D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Furniture, Installation, and Related Services purchased under the Master Agreement through OMNIA Partners is approximately \$275 million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

SCOPE OF GOODS AND SERVICES

It is the intention of Region 4 ESC to establish a contract with Offeror(s) for a complete and comprehensive line of Furniture and Installation Services. Offerors are encouraged to propose their complete catalog of products and services including, but not limited to, the following categories:

- > Systems Furniture: A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;
- Freestanding Furniture: A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and accessories not limited to pre-school items available from the Company;
- Seating/Chairs: A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating not limited to pre-school items available from the Company;
- Soft Seating: A complete and comprehensive catalog selection of soft seating for areas such as commons, libraries, waiting areas and open learning spaces. Products include, but are not limited to, lounge seating, modular linear seating, tables, and accessories.
- Filing Systems, Storage and Equipment: A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Company;

- Technology Support Furniture: A complete and comprehensive catalog selection of technology support furniture to support technology-based learning environments.
- ➤ Library Furniture: A complete and comprehensive catalog selection of library furniture including shelving.
- Science Laboratory Furniture: A complete and comprehensive catalog selection of science laboratory furniture.
- Cafeteria Furniture: A complete and comprehensive catalog selection of cafeteria furniture.
- > Early Childhood Furniture: A complete and comprehensive catalog selection of early childhood furniture.
- Audio/Visual Furniture: A complete and comprehensive catalog selection of audio/visual furniture.
- Art Instructional Furniture: A complete and comprehensive catalog selection of art instructional furniture.
- Educational Office Furniture: A complete and comprehensive catalog selection of educational office furniture.
- Career/Technical Education Furniture: A complete and comprehensive catalog selection of career/technical education furniture.
- Auditorium/Theater Fixed Seating: A complete and comprehensive catalog selection of auditorium/theater fixed seating and related furniture.
- Modular Walls: A complete and comprehensive catalog selection of modular wall systems.
- ➤ Related Products, Support Services and Solutions: Related office interior products and design, "Quick Ship", design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, professional development, furniture leasing, asset management services, storage, buyback programs, furniture refurb and any other related products and services or solutions offered by the Company.

Although this section reflects the needs and requirements of Region 4 ESC, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive program, as it pertains to Furniture, Installation, or Related Services, nationally. Furniture, Installation, or Related Services may include products and services associated with items which OMNIA Partners Participating Agencies may elect to use. OMNIA Partners Participants will sign a supplemental or usage agreement with the awarded vendor substantially based on the terms and conditions of the Region 4 ESC contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Event

Issue RFP

Pre-proposal Conference Deadline for questions via email Issue Addenda (if required)

Proposal Due Date

Approval from Region 4 ESC

Contract Effective Date

Date

November 7, 2019

November 21, 2019

December 2, 2019

December 4, 2019

December 11, 2019

February 25, 2020

March 1, 2020

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

Contractor: Any provider or seller of goods or services who, as a result of the competitive

solicitation process, is awarded a Contract by Region 4 ESC.

Days: calendar days

Offeror: A supplier submitting a proposal in response to a solicitation.

- 2. <u>Inquiries and Discrepancies</u>: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at <u>questions@esc4.net</u> no later than Monday, December 2, 2019. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.
- 3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

- 4. <u>Current products</u>: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
- Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. Binder Tabs:

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 - Products/Pricing

Tab 3 - Performance Capability

a. OMNIA Partners documents (Appendix D)

Tab 4 – Qualification and Experience

a. References

Tab 5 - Value Add

Tab 6 – Additional Required Documents (Appendix C)

- Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign
- 7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
- 8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

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

- 9. <u>Disclosures</u>: By signing the Offer and Contract Signature Form, Offeror affirms:
 - a) Offeror 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 proposal and any subsequent Contract.
 - Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
 - b) To the best of Offeror's knowledge, the proposal 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 Offerors or potential Offerors in the award of a Contract resulting from this RFP.
 - c) Offeror is not currently delinquent in the payment of any franchise taxes.

- d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.
 - Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.
- 11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.
- 12. <u>Mailing of Proposals:</u> All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From	
Company	
Address	
City, State, Zip	
Solicitation Name and Number	Due Date and Time

- 13. <u>Amendment of Proposal</u>: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.
- 14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their

- withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.
- 15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
- 16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
- 17. <u>Discussions</u>: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
- 18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
- 19. <u>Best and Final Offer</u>: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
- 20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
- 21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- 22. <u>Samples</u>: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
- 23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 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 awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
- 24. <u>Multiple Awards</u>: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
- 25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
- 26. <u>Protest Procedure</u>: Any 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 Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
 - a) Name, address and telephone number of protester;
 - b) Original signature of protester or its representative;
 - c) Identification of the solicitation by RFP number;
 - d) Detailed statement of legal and factual grounds including copies of relevant documents; and
 - e) the form of relief requested.

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

IV. EVALUATION PROCESS AND CRITERIA

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

a) Products/Services/Pricing

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

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

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

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

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

b) Performance Capability

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

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

c) Qualification and Experience

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

d) Value Add

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

>

Tab 1

- Draft Contract and Offer and Contract Signature
 Form (Appendix A)
 - Terms and Conditions Acceptance
 Form (Appendix B)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of	, 2020 by and between	Trendway
	and Region 4 Education	on Service Center
("Region 4 ESC") for the purchase of Furniture and	Installation	("the
products and services").		
RECITAL	<u>-S</u>	
WHEREAS, Region 4 ESC issued Request for Propos	sals Number R fo	r ("RFP").

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

to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

11) TERMINATION OF CONTRACT

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

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

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

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

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

- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Shipment to be 2-4 weeks
- after receipt of order.

 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

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

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

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

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

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	Trendway Corporation	
Address	PO Box 9016, 13467 Quincy Street	MileWieller W
City/State/Zip	Holland, MI 49422-9016	
Telephone No.	616-399-3900	
Email Address	616-399-0668	
Printed Name	Loren Schrotenboer	
Title	Sr. Sales Administration Manager	
Authorized signature		
Accepted by Region 4 ESC:		
Contract No	_	
nitial Contract Term	to	
Region 4 ESC Authorized Boa	ard Member	Date
Print Name		
Tillt Name		
Region 4 ESC Authorized Boa	ard Member	Date
2.1.1		
Print Name		

>

Tab 2

- Products/Pricing

Products/Services/Pricing

Trendway Corporation is offering Region 4 ESC/OMNIA Partner, Public Sector our complete catalog of products and services.

1.) Products:

Systems Furniture: Capture and Choices price lists

Freestanding Furniture: Intrinsic, Trig Desking, & Confer Benching price lists

Seating/Chairs: Seating price list (excluding the Plus and Parlay Soft Seating on pages 85 - 97)

Soft Seating: Plus and Parlay lines from the Seating price list pages 85 – 97.

Filing and Storage: Pack price list

Tables: Table price list

Modular Walls: TrendWall, Clear Wall and Volo price lists

- 2.) Copies of all price lists are provided on the Flash Drive.
- 3.) Trendway is proposing a Tiered Discount Schedule for all Trendway Products. Please see proposed discount schedule sheet for discounts offered on product as well as pricing for services.
- 4.) Shipping/Delivery Charges.

All orders shipped to any destination, within the contiguous United States, will be F.O.B. destination, freight prepaid. Trendway will determine the method and agency of transportation to be used.

For delivery of office furniture, which often requires assembly/installation, the local authorized Trendway dealer would either meet the truck at the agency's location to off load, assemble and install. Or the product is shipped to the local dealer working with the Agency, who than coordinates the delivery and installation of the furniture at a time that works for the Agency.

The receive, deliver, and installation of the furniture would be quote ahead of time and agreed upon by the agency on a project basis.

5.) Warranty:

Please see our enclosed warranty statement. It's a limited lifetime warranty and is comparable or better than most in the industry. Trendway stands behind its products.

6.) Returned Goods:

As a basic policy, Trendway does not accept returned material, because most items are manufactured per order and are not in stock at the factory. If material is authorized for return because of Trendway error, shipment may be made freight collect. Any other goods for which Trendway does authorize a return will be sent prepaid and a restocking charge of 35% will apply.

Electrical components, non-standard items, Trendway express products, and fabric-covered good may not be returned. Replacement products will be billed to you with credit being issued upon return of the product in good condition. All goods returned must be in the original Trendway packing cartons.



Goods will be inspected for damage upon return. No credit will be issued for goods which are damaged. As a general statement of policy, return authorization will not be issued for items unless they are Trendway stock items.

7.) Describe any additional discounts or rebates available.

Trendway is proposing a Tiered Discount Schedule for all Trendway Products, based on the size of the order. Larger volume orders would receive a higher discount.

8.) Describe how customers verify they are receiving Contract pricing.

Region 4 ESC/OMNIA Partners, Public Sector agencies will receive the contract pricing directly from Trendway. We envision this contract being held directly with Region 4 ESC/OMNIA Partners, Public Sector with our dealers acting as the front line sales and service organization to Region 4 ESC/OMNIA Partners, Public Sector agencies. Contractual information (pricing, terms, etc.) is maintained at Trendway, which is available to our dealer through our internal web site, www.trendealer.com and through e-mail "blasts" to our dealers as well as general information exchange with our sales force.

9.) Payment Methods.

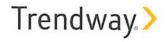
Trendway accepts payments via check, ACH, wire transfer, and credit cards (Visa, Mastercard, American Express).

10.) Propose the frequency of updates to the Offeror's pricing structure.

While Trendway does periodically have list price increases due it economic changes, which can be unpredictable, typically they are every other year. The discounts for this contract would remain the same for the life of the contract.

11.) Describe how future product introductions will be priced and align with Contract pricing proposed.

New product introductions would be discounted the same as similar products already available on contract. For example, if we come out with a new Systems Furniture line or enhancements to our current Systems Furniture lines, the discounting for the new products would be the same as offered on the products in that category.



Region 4 Education Service Center / OMNIA Partners, Public Sector Solicitation Number 19-18 Proposed Discount Schedule

Systems Furniture - Trendway Capture & Choices Price Lists

Dollar	Range	Discount
\$1	\$250,000	66%
\$250,001	\$500,000	69%
\$500,001	\$1,841,620	71%

Freestanding Furniture - Trendway Trig Desking, Confer Benching & Intrinsic Price Lists

Dollar	Range	Discount
\$1	\$250,000	62%
\$250,001	\$500,000	64%
\$500,001	\$1,841,620	66%

Seating/Chairs - Trendway Seating Price List (excluding the Plus and Parlay Soft Seating on pages 85-97)

Dollar	Range	Discount
\$1	\$350,000	61%
\$350,001	\$1,433,487	62%

Soft Seating - Trendway Plus and Parlay Seating Price List pages 85-97

Dollar	Range	Discount
All order	levels	60%

Filing & Storage - Trendway Pack Price List

Dollar	Range	Discount
\$1	\$250,000	66%
\$250,001	\$500,000	67%
\$500,001	\$1,841,620	69%

Tables - Trendway Tables Price List

Dollar	Range	Discount
\$1	\$350,000	61%
\$350,001	\$1,433,487	62%

Moveable Walls & Partitions - TrendWall, Clear Wall & Volo Price Lists

Dollar	Range	Discount
\$1	\$7,500	54%
\$7,501	\$15,000	56%
\$15,001	\$25,000	59%
\$25,001	\$50,000	62%
\$50,001	\$100,000	65%
\$100,001	\$1,667,779	68%

Field Tech Service Fees:

1 day trip to Measure	\$1,800
3 day Install Support Trip	\$2,500
5 day Install Support Trip	\$3,000
1 day trip to Measure & 5 day Install Support	\$4,800

Services Available All Products:

Design Services - \$55.00 per Hour Installation Services - Not to Exceed \$100 per Hour Project Management - \$80.75 per Hour Reconfiguration Services - Not to Exceed \$100 per Hour



LIMITED LIFFTIME WARRANTY

Trendway Corporation warrants to the original purchaser that the products described in its price lists, sold after August 1, 2004 will be free from defects in materials and workmanship commencing with the date of initial purchase and continuing for as long as the original owner uses these products. This warranty provides limits on the following products:

	Systems	Architectural Products	Seating
10 Year	•Height-Adjustable Table Frame •Electrical Components	•Electrical Components	Pneumatic Cylinders Mechanisms
5 Year	Drawer Slides Systems Textiles Laminate, Paint, Plastic Electronic Ballasts Height-Adjustable Table Mechanical Components	Systems Textiles Laminate, Paint, Plastic	
3 Year	Veneer Magnetic Ballasts	•Veneer	•Trim •Foam •Upholstery •Arm Pads
2 Year	Surface Trend Fabrics Height-Adjustable Table Electrical Components	•Surface Trend Fabrics	
1 Year	Non-Standard Product Personal Task Lighting	•Non-Standard Product	•Non-Standard Product
Not Covered	•Light Bulbs •Customer's Own Material	•Customer's Own Material	•Customer's Own Material

The following exceptions apply to all product lines:

- · The Trendway warranty applies to normal three shift office use, with the exception of seating. Seating is warranted for single-shift usage.
- Damage caused by improper treatment of the product including exposure to unusual environmental conditions (extreme climates, acids, and moisture)

This comprehensive warranty applies to all products installed or reconfigured by a Trendway authorized installer. Trendway will repair, or at its option, replace defective merchandise, free of charge, which, when used normally and pursuant to Trendway's published instructions, and applicable planning guide information, prove to be defective within the period stated. This remedy is expressly agreed to be exclusive as a condition of sale. No person is authorized to assume for Trendway any warranty liability, except as expressly set forth in this paragraph, or set forth in writing by an authorized officer of the company at its headquarters in Holland, Michigan.

Any and all labor charge backs must be pre-approved by Trendway's Customer Care Manager in writing. Trendway will reimburse authorized Trendway dealers and service centers for approved warranty labor during the first year of use.

This warranty does not apply to damage resulting from accident, alteration, transport, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. Trendway employs quality measures to ensure color consistency in our products. However, due to the effects of light and other environmental factors, no guarantee can be made for an exact match to product in an existing installation.

Natural variations occurring in materials such as wood and leather are not considered defects, and Trendway does not warrant the matching of colors, grains, textures or colorfastness of these materials.

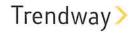
Trendway provides a three-year warranty on veneer products for quality and craftsmanship. Due to the natural properties of wood, the following are not covered under this warranty:

- · Changes in wood color resulting from exposure to light or aging
- · Natural color variation between wood veneer and solid wood pieces, or resulting from veneer lay-up
- · Natural variation in wood grain or the presence of character marks
- · Normal wear and tear
- · Exact match to swatch materials

Trendway makes no warranty to purchasers who acquire products for personal, family, or household purposes, or to purchasers acquiring the product other than directly from Trendway Corporation, its authorized dealers, or others who are specifically authorized by Trendway to sell such products. Trendway's liability with respect to its products shall not exceed that expressly set forth above irrespective of the theory upon which a claim might be based, including negligence. Under no circumstances shall Trendway be liable for incidental or consequential damages. Original product label must be attached to the product in question.

The warranty period is not interrupted or prolonged by the performance of a service under the terms of the warranty. There are no other warranties except as expressly set forth above, either express or implied, including any warranty of design, merchantability or fitness for any purpose.

This warranty supersedes all previously printed Trendway warranties.



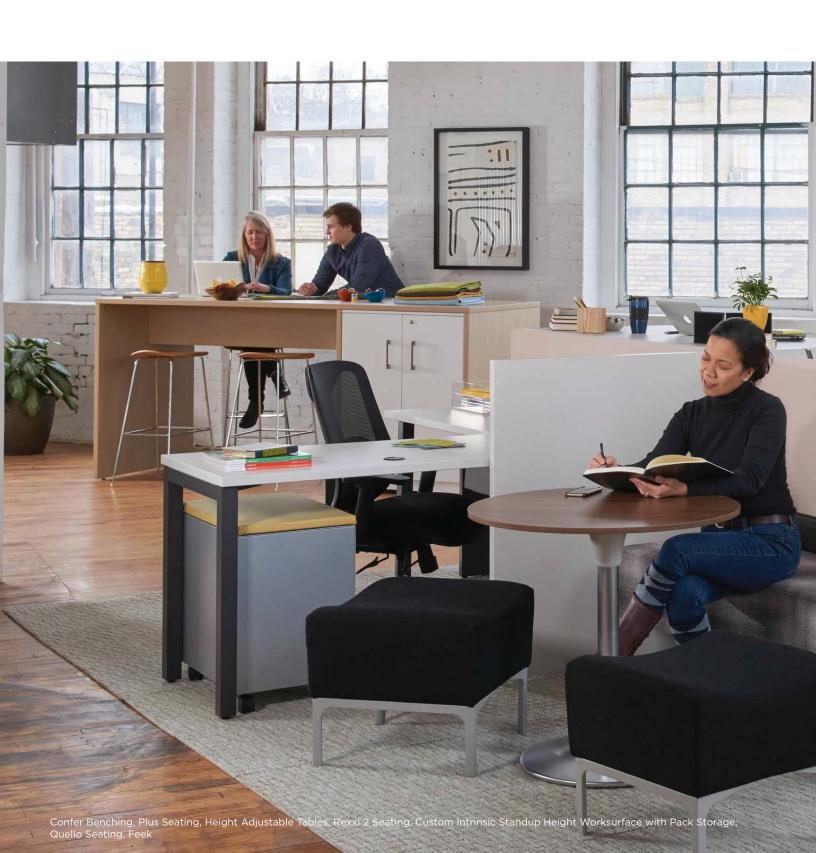






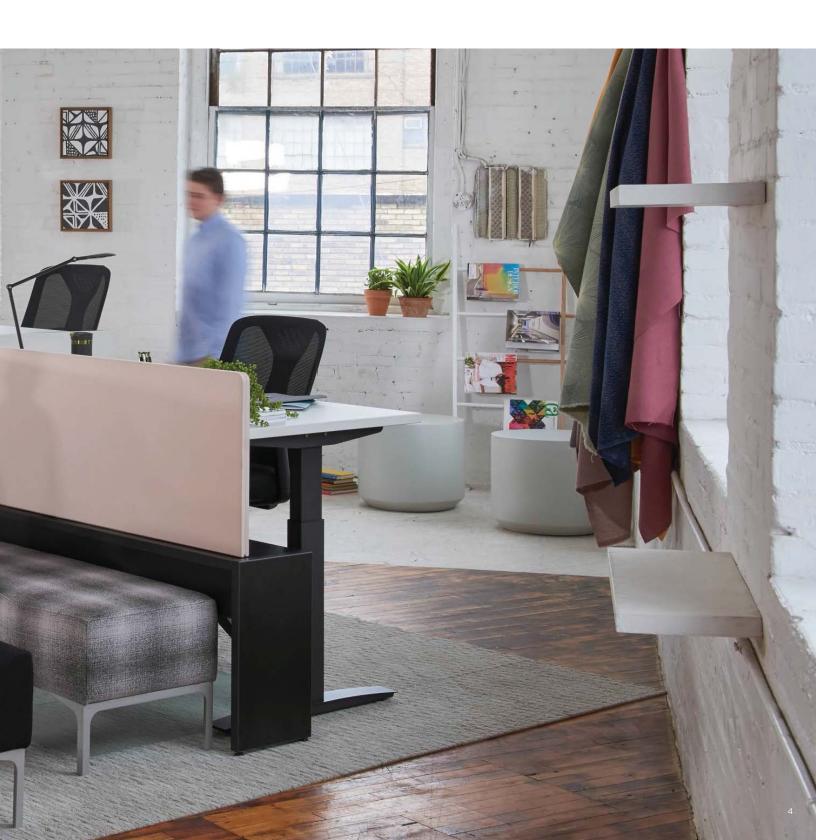


Celebrating 50 years of building beautiful spaces for people to work, delivered with remarkable quality, speed and ease.



BUILDING BETTER PLACES TO WORK

Welcome to Trendway. Our team is dedicated to crafting beautiful products that build better places for people to work and to enjoy, and we've been doing it successfully for 50 years. We offer a full collection of furnishings to create inviting spaces for the way we work today.







ONE WORKSPACE, MANY DEMANDS

The well-designed workspace meets a diverse range of needs. It offers focused spaces that support solo concentration, as well as gathering places where people can share and interact. It also provides appealing and effective spots for mobile workers to recharge, connect and collaborate.













THE NEW OFFICE LANDSCAPE

Traditional work stations intersect social zones and multipurpose areas in today's workplace. Dynamic spaces counterbalance solo work areas, encouraging people to meet, learn, create and refresh. Everyone appreciates an attractive environment that helps them do their best work.



From walls to workstations, and everything in between, Trendway delivers an exceptional experience.





SEPARATE SPACES CREATE PRIVATE PLACES

Even in an open workspace, people still need to divide and define space, distribute power and data, provide private places. Trendway Architectural Products have been making this simple for the past 50 years. They offer design flexibility to go from total privacy to complete transparency, from basic panels to a complex custom look. Fast installation and easy reconfiguration minimize downtime, maximize return on investment and provide a sustainable solution.





50 YEARS

Tried and true — Trendway has been delivering great products, rapid response and exceptional experiences for 50 years.



OUR PROMISE

We're so confident we can deliver that we proudly offer our products "On Time or On Trendway." Any part of the order not ready to ship on the day promised is free. Of course, you'd rather have the product on time, and our 99.95% on-time complete shipment record shows how hard we work to make that happen.



FAST FACTS

- 50 Years Proven performance
- 99.95% On time and complete shipments
- On Time or On Trendway. Our Promise.
- 3-day Express program
- Fast 10-day average standard lead time
- Government Contractor
- Limited Lifetime Warranty comprehensive guarantee
- ISO 9001:2015 Certified
- ANSI/BIFMA tested products







SUSTAINABILITY AND COMMUNITY

We're dedicated to making things better for customers, team members, our community and our world. We constantly look for ways to reduce our use of materials, water and chemicals of concern at every opportunity.







MOVABLE WALLS

SYSTEMS + FREESTANDING

DESKS + STORAGE

TABLES

SEATING

From planning and specification to installation — and beyond — our team is here to make it fast and easy.

Come see us at Trendway.com.

Trendway>



 ${\it Celebrating 50 years of building beautiful spaces for people to work, delivered with remarkable quality, speed and ease.}$





Most Trendway products conform to the ANSI/BIFMA e3-2014e level* Furniture Sustainability Standard. Visit our website to view current certifications for specific products. Trendway Products are tested for conformance to SCS Indoor Advantage $^{\text{IM}}$ or Indoor Advantage Gold $^{\text{IM}}$ requirements. Visit our website to view current certifications for specific products.







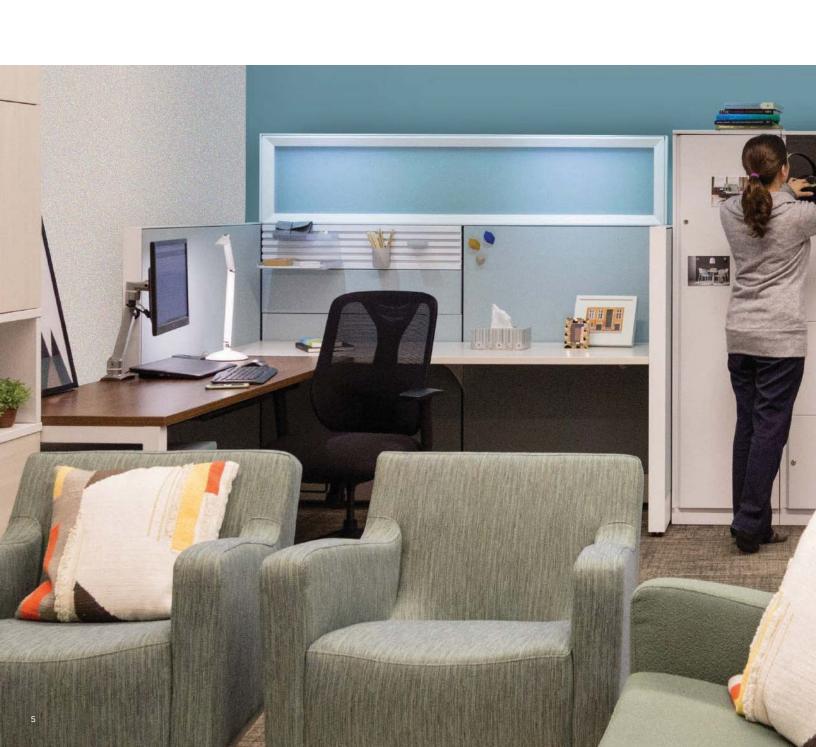
CAPTURE DELIVERS

With a clean, refined design, the Capture® System embodies ease and performance for today's work environments. You'll appreciate its smart design and thoughtful details that deliver greater efficiency.



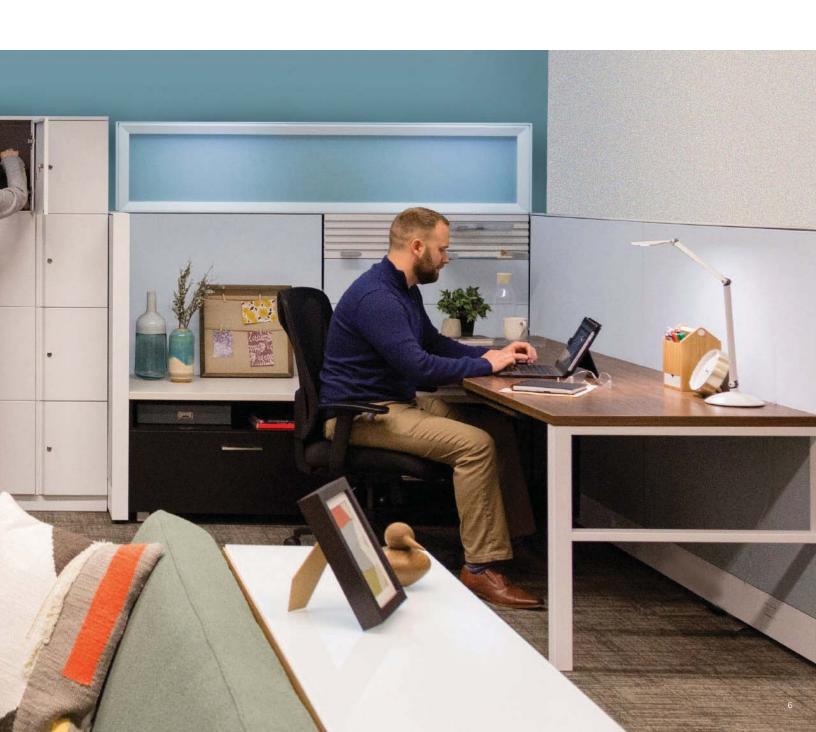






CAPTURE COLLABORATION AND CONCENTRATION

When greater concentration is desired, Capture's broad range of panel types and sizes makes it just as easy to design semi-private spaces that meet any user's needs. Capture lets you create a range of spaces — for both collaboration and concentration. And when your needs change, reconfigure Capture quickly and easily.



CAPTURE THE DETAILS

Capture's generous range of design options and details lets you create solutions to support every user's requirements and work style. Details like Slatwall Work Tools to keep your desktop clear. Smart options like Marker Board Tiles and Top-Mounted, Dual-Side Storage do double duty to make the most of your space. From crisp refined tiles that can be easily installed, to efficient storage options, Capture delivers on all fronts.



Aluminum trim reflects a clean and streamlined aesthetic.



Tiles easily and firmly click into position — no tools required.



Top mounted, dual-sided storage brings efficiency to planning while easily meeting user needs and budget requirements.



Slatwall and Work Tools get clutter off the work surface and give users more choices. Available in Smoke (shown) or Frost.



Power and data location options make it easy to meet the needs of users on the go! Choose from Beltline or Base Raceway routing and access.



Leg options provide a light, open alternative to end panels.



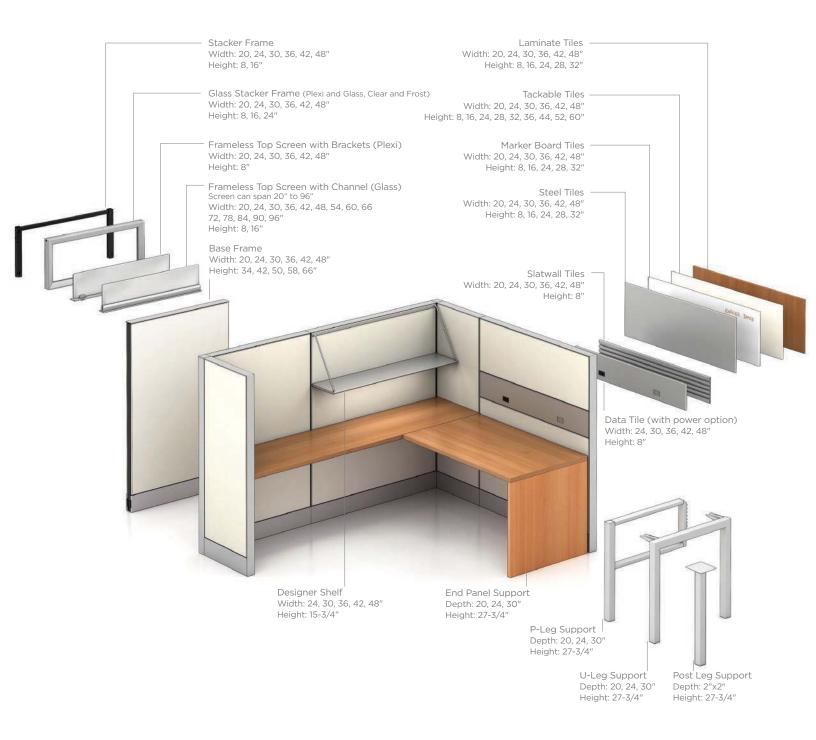
Hanging shelves provide extra storage with a minimalist approach.



Channel-mounted Frameless Glass Screens offer a feeling of privacy without blocking daylight. Screens can span panels for a clean, seamless look. Marker Board Tiles allow vertical surfaces to work harder.



Steel Tile options add greater function for users, while offering exceptional durability.





SURFACE MATERIALS

Choose from a palette of beautiful woodgrains and versatile neutral solids. Dress it up or keep it simple with one of the five Pull options.

Capture offers plenty of ways to express your personal style.

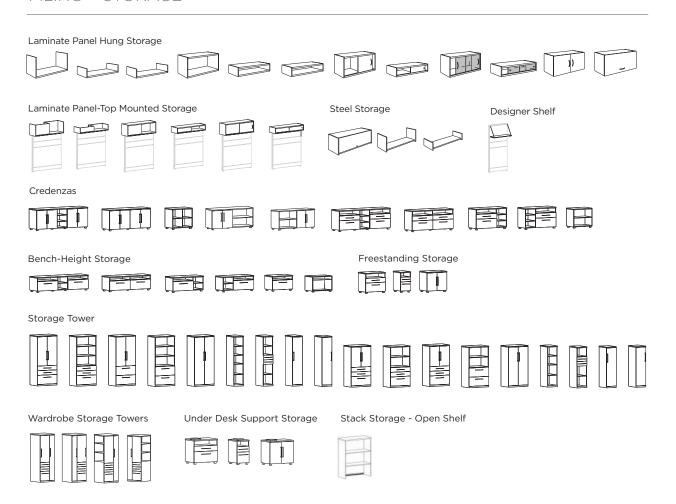
TRIM



APPLIED PULLS - For Pack and laminate storage.



FILING + STORAGE



Trendway>



 $\hbox{Celebrating 50 years of building beautiful spaces for people to work, delivered with remarkable quality, speed and ease. } \\$





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CHOICES — WE MAKE THEM EASY

It's really all about what's best for you. And we've made it easy with our Choices panel system. Whether it's touchdown places, collaborative team spaces, personal workstations or tailored, managerial offices, you'll appreciate the proven quality and high performance solutions possible with Choices by Trendway. It's really that easy.







SOMETIMES LESS IS MORE

Looking for a more sustainable approach? Our Less is More Program makes it easy to create beautiful, more sustainable workspaces with a pre-selected array of products and materials that create less waste in manufacturing — all without sacrificing style or function.





SURFACE MATERIALS

Choose from a palette of beautiful woodgrains and versatile neutral solids. Dress it up or keep it simple with one of the five Pull options.

Choices offers plenty of ways to express your personal style.

EXTENDING YOUR CHOICES

System elements integrate with Trig® Desking and Intrinsic® Freestanding — blending beautifully to provide almost limitless design flexibility. A broad selection of design options extend the possibilities even further — warm up the space with woodgrain laminate, choose from one of five pull options, or use our Feek® coated foam solutions as guest seating or extra work surface area — the choice is yours.





TRIM



APPLIED PULLS - For Pack and laminate storage.



Trendway>



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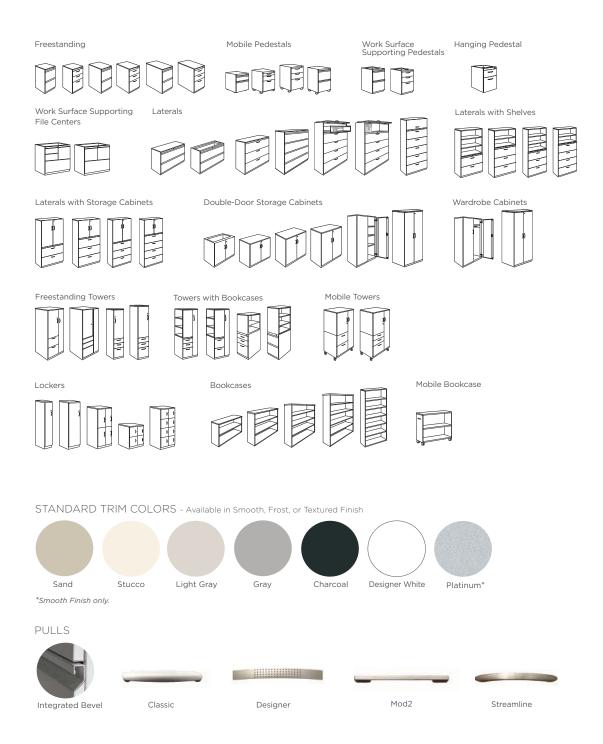
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Pack Filing + Storage

STORAGE FOR THE WAY WE WORK TODAY

Even the mobile worker needs a place to stash their stuff. The affordable Pack Collection has solutions for people who file lots of paper and those who just need a locker for the day. Simple and modular, it's easy to specify, install and reconfigure. Elements combine to support the full range of work styles and requirements. Made in the USA, durable Pack offers exceptional quality you'll appreciate for years to come.







Intrinsic Versatility.

Intrinsic makes it easy to create welcoming places to work — without breaking the budget. From impressive executive offices to simple open work stations, the collection offers everything you need to create the space you want.

With classic appeal and a user-friendly approach to work space planning, Intrinsic offers simple, non-handed components and a full array of models and sizes for exceptional design flexibility to craft a full array of beautiful solutions.

Executive/Private Offices



Conference Room/Meeting Spaces



Open Plan





Executive Suite.

Enjoy an upscale presence at a sensible price. With exceptional quality and a sophisticated range of beautiful finish options, Intrinsic brings a premium look to the corner office.







Meeting Spaces.

Create beautiful, high-functioning meeting and conference spaces with Intrinsic modular components. Designed to support today's technology in style, the long-lasting, durable construction is well suited to the demands of active work teams.





Open Plan.

Intrinsic's design flexibility lets you enjoy a space that expresses your work style and personality. The modularity lets space planners create complete floor plans with just one furniture platform, and it's easy to move or change elements when needs shift. The exceptional quality brings a polished, professional tones to your private place.

Have it Your Way.

Intrinsic can take on a range of styles, from strictly traditional to sleek contemporary. Choose from a palette of beautiful woodgrains and versatile neutral solids. Dress it up or keep it simple with one of the five Pull options. Select from six decorative insert colors. Opt for a Flat or Fluted edge for Intrinsic Executive.

Plenty of ways to express your personal taste!

PAINT AND TRIM



THERMOFUSED LAMINATE

Solid



Woodgrain | Grade 1

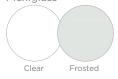


Woodgrain | Grade 2



FRAMED DOOR INSERT

Plexiglass





INTRINSIC EXECUTIVE





Intrinsic Executive offers a 1.5" fluted edge option and comes standard with a durable, high-pressure laminate top

PULLS

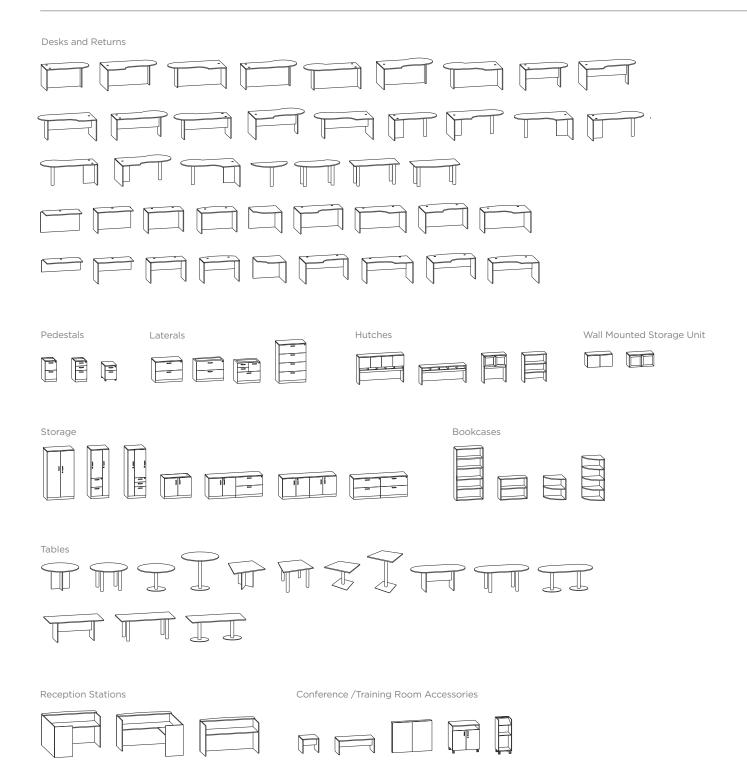












Trendway>



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Relax, make yourself at home.



A PLACE YOU'D LIKE TO BE

Trig® offers easy modular solutions for modern workstyles, with all the power and data they demand. The lower profile and friendly, human-size scale lets the sun shine in and welcomes collaboration.

Trig creates comfortable settings that empower and inspire, affordably.





A light approach to the serious need for effective work spaces.



ONE SYSTEM, MANY WAYS

Trig's clean, modern design and slim profile are as much at home in an executive office as in a touchdown area.

The full array of shapes, sizes and functions handle everything from desking to filing paper to stowing gear. The non-handed modular design makes space planning simple, and the lighter scaled, durable construction makes moves and changes easy.

Surface Materials

Choose from a palette of beautiful woodgrains and versatile neutral solids. Dress it up or keep it simple with one of the five Pull options. Select from six decorative insert colors.

Trig offers plenty of ways to express your personal style.

TRIM



LAMINATES

Solid



Woodgrain | Grade 1



Woodgrain | Grade 2



MODESTY PANELS + SCREENS

Plexiglass



3Form Supermatte Supermatte Spider

Fabric

The fabric Screen and Screen/Modesty combo are available in all Trendway standard panel fabric options.

PULLS



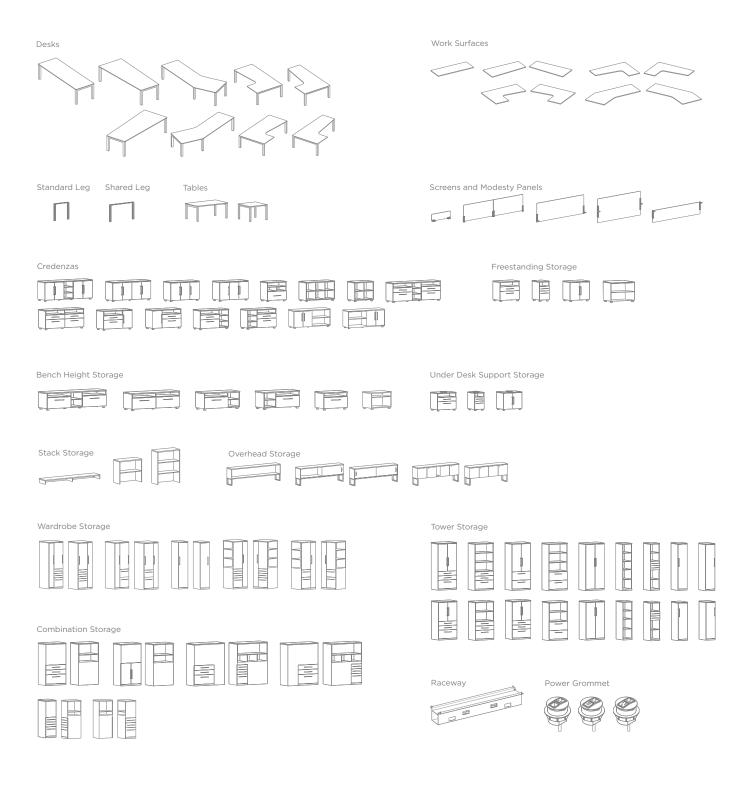








Product Line



Trendway>



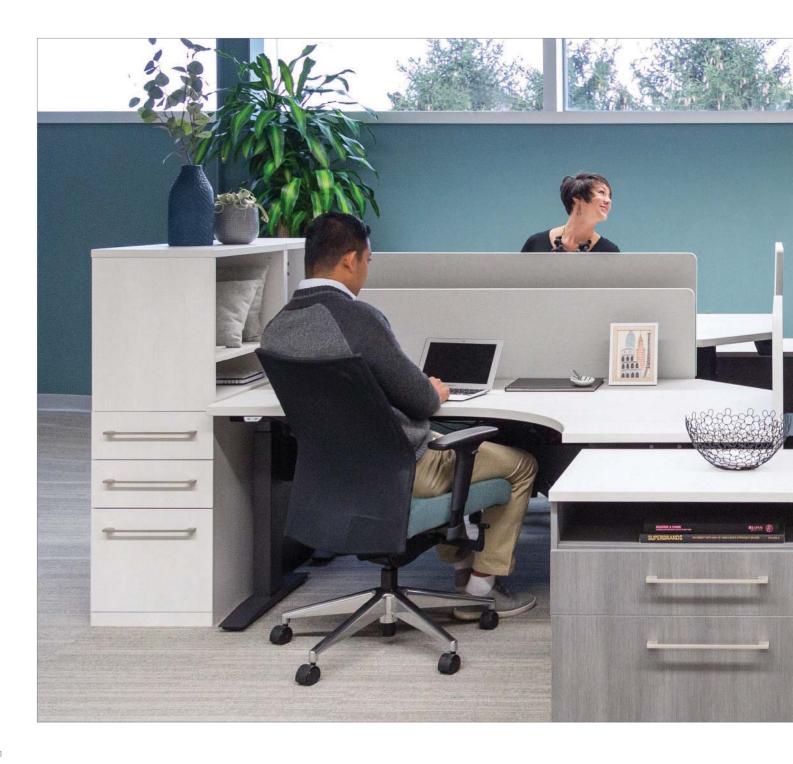
 $\hbox{Celebrating 50 years of building beautiful spaces for people to work, delivered with remarkable quality, speed and ease. } \\$





Most Trendway products conform to the ANSI/BIFMA e3-2014e level* Furniture Sustainability Standard. Visit our website to view current certifications for specific products. Trendway Products are tested for conformance to SCS Indoor Advantage $^{\text{TM}}$ or Indoor Advantage Gold $^{\text{TM}}$ requirements. Visit our website to view current certifications for specific products.





CONFER FLEXIBILITY

With a unique capacity to adapt to workplace demands, Confer Benching changes the rules for space planning. The design makes it simple to satisfy a range of needs while making the most of shrinking office space. Choose low or tall screens for a range of front and side privacy, either Channel or Desk mounted.

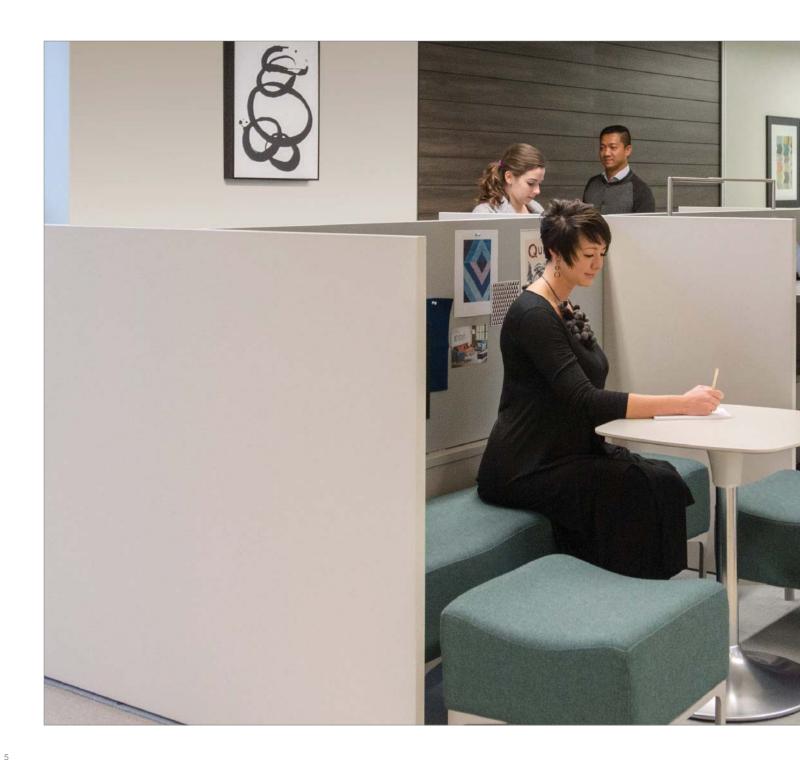




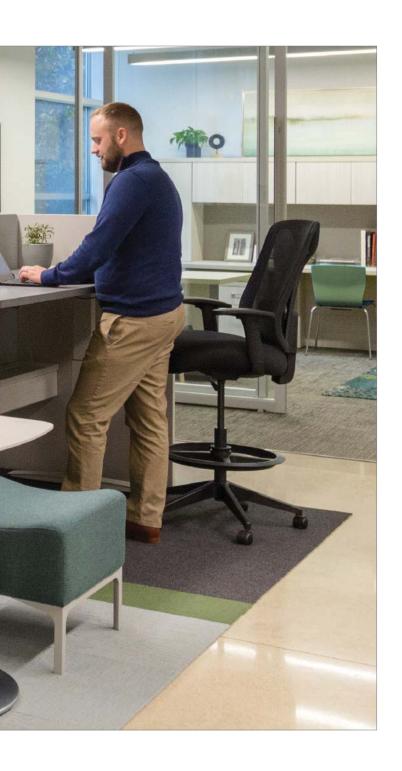


CONFER TECHNOLOGY

Confer's large-capacity Channel provides efficient cable distribution and effective wire management. The simple flip-down panel puts robust power and data access in easy reach, and out of sight.



For design and user choice, Confer delivers maximum flexibility in a benching system.



Confer offers a range of privacy options, including screens in heights up to 50". It delivers easy access to power and data, with extensive cable capacity.



Confer can be one-sided or two-sided, simple or complex. It also complements all Trendway systems, freestanding, and architectural products for a full workspace design solution.



Work surfaces can be simple and linear, or mounted perpendicular to the Channel. They can also be storage supported for added design flexibility.



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TABLES FOR EVERY NEED

Whether performing tasks, learning, working together or relaxing, Trendway has tables for every need. Our selection offers stationary, mobile and height adjustable tables in a range of sizes, shapes, and functions. A comprehensive menu of finish options supports every design vision.

Collaborative, conference, sit-to-stand and more, you'll appreciate how our tables support your teams' needs, and your budget's requirements.

CONFERENCE	4-5
Rectangle Racetrack Boat	
COLLABORATIVE	6-7
Round Square Soft Square	
HEIGHT ADJUSTABLE	8-9
Rectangle Corner Extended 120° D-S Corner	hape
STAND UP HEIGHT	10-11
Rectangle Wedge	
TRAINING	12-13
Rectangle Pebble Half Round Trapezoid	
OCCASIONAL	14-15
Rectangle Square Curved Tear Drop Rectangle	

CONFERENCE

A conference table can set the tone of elegance in a boardroom or offer a practical platform for casual meetings. From formal spaces to casual places, we have a table solution for everyone. With a full selection of finish colors, five base styles and technology support options – the choices are yours.









Rectangle

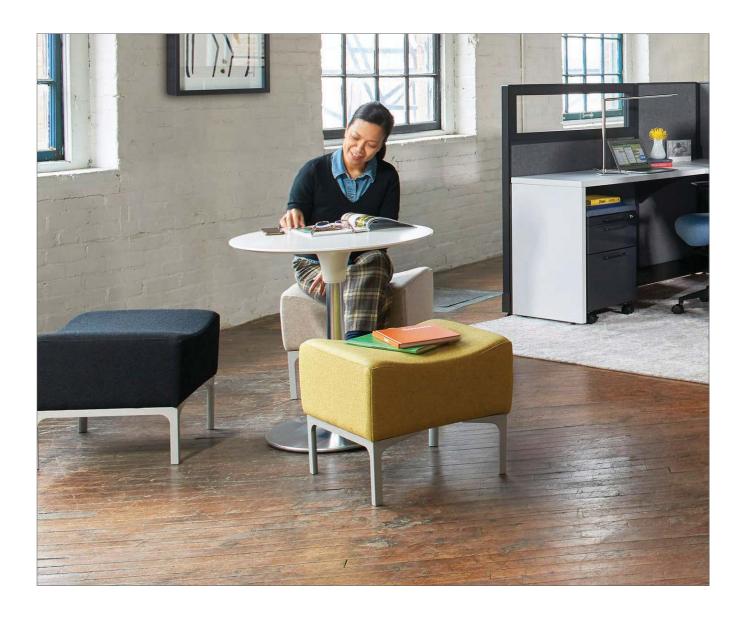
Racetrack

Boat



COLLABORATIVE

Join the conversation. Team spaces and shared areas are more dynamic with collaborative settings. With ten base styles, standing or sitting height and lots of finish options, you can create attractive, inspiring spots where people can get together.









Round

Square Soft Square



HEIGHT ADJUSTABLE

Sit or stand, our height-adjustable tables offer a range of ergonomic solutions for users who want to incorporate healthy movement in their work day. Tables are offered with a range of mechanical and electric adjustment mechanisms to meet BIFMA ergonomic standards.







STAND UP HEIGHT

Stretch your legs - Trendway's Standing Height Table bring a comfortable vibe to the workplace. Perfect for brainstorming, team huddles, or taking a casual beak, these tables put everyone at ease.







Rectangle

Wedge



TRAINING

When class is in session, Trendway training tables deliver serious performance in a clean, attractive design package. Smart shapes and sizes let you create configurations you need, while effective power and data options support today's learning environments. Flip/nest models provide one-handed operation and space-saving storage.











Rectangle

Pebble

Half Round

Trapezoid



Our easy Flip/Folding Mechanism can be activated with one hand.



Flip and nest snugly when not in use.



Choose from Black Casters, Two-Tone Casters or Glides. Y Base shown.



T-Base.



Multiple Modesty options available.



Optional "pop-up" power/data access. Available in Black, White and Aluminum.



Optional Cable Management Modesty neatly conceals power/ data cables for Fixed Top Tables.



Optional Wire Manager conceals and routes power and data from the table top to the floor.



Urethane Knife Edge is offered in Trendway standard trim colors (except Designer White).

OCCASIONAL

Lobbies, waiting area, private offices – there are so many settings where you need just the right table. Whether it's a spot to set a coffee mug or a place to gather around for a quick meeting, our versatile tables will rise to the occasion.











Rectangle

Square

Curved Rectangle

Tear Drop



Trendway>





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Trendway offers a variety of seating options for every space.



TASK | WORK



CONFERENCE



EXECUTIVE



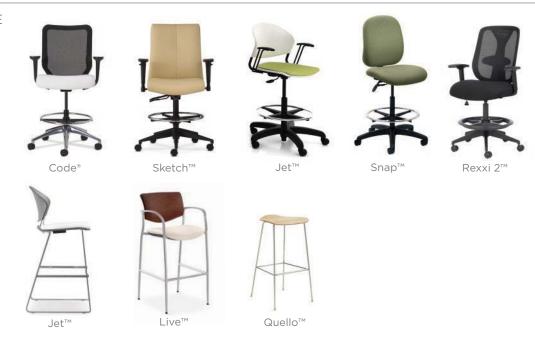
GUEST | SIDE



MULTI-USE | STACKING | NESTING



STOOLS | CAFÉ



LOUNGE







T51	8
Sketch™	8
Code®	9
Snap™	9
Rexxi [™] 2	
Series Y	
Zego [™]	11
M11	11
Jet [™]	12
Live [™]	12
Quello™	13
Plus™	
Parley [™]	15

Simple sophistication



Winner of four international design awards, the T51 Chair combines comfort technology with elegant design. The sleek profile is shaped to fit the natural curve of the body. A full array of standard ergonomic adjustments let T51 easily fine-tune to support every user, and it's rated to support up to 300 lbs. The T51 Guest Chair's simple cantilever design is ideal for conference rooms and side seating. And all T51 models are on Trendway's Express program for quick 3-day shipment.



T51 | Ergonomic S-shape back | Innovative lumbar support | Height, depth and pivot adjustable arms | Adjustable seat depth | Forward tilt mechanism | Polished aluminum or black base and arms | Multi-position back stop | Synchronized tilt mechanism with side tension control | Optional headrest | Easily replaceable back and seat cushion

UPHOLSTERY COLORS



T51 Guest Seating available in Black Leather and Black Knit only.

Watch the T51 adjustment video at Trendway.com/T51

Sketch

A chair for everywhere



Sketch | MESH BACK

Sleek, tailored and loaded with ergonomic features, Sketch seating performs in every work environment, at a price that will make you smile.

Sketch is offered with an upholstered or mesh back. The upholstered back can be specified in mid or high back, with standard height adjustment. An array of comfort control options are available, and a choice of black or polished aluminum arms and base. All models are rated to support up to 300 pounds. If you need quick delivery, the Express model ships in just three days.



HIGH BACK







GUEST

MID BACK

STOOL

Proportioned for comfort

With a lean, smart profile that's generously built for comfort, Code adjusts easily to provide supportive seating for people large and small.

The beautiful polished aluminum frame defines a supportive mesh back. Executive and Task models provide standard full ergonomic controls, including adjustable arms and seat depth. The Conference model provides affordable elegance. All models except the Stool are rated to support up to 300 pounds.







Code | executive | mesh

TASK | MESH

TASK | LEATHER

CONFERENCE | MESH

EXECUTIVE | LEATHER

STOOL | MESH

Code | Synchronized tilt mechanism with side tension control | Mesh back with upholstered seat or full leather upholstery | Features available on select models include: Adjustable armrests or polished aluminum loop design | Seat depth adjustment | Adjustable headrest | Polished aluminum base and seat back supports (standard)

Snap

Ergonomic seating for day-to-day preformance

Hardworking seating that makes day-long comfort a Snap. With many ergonomic features and a wide array of design options, it's easy to select a Snap chair just for you. Choose between a black or polished aluminum base,

and a Loop or Adjustable arm. There's a Snap to suit everyone.



A.

Snap | нідн васк

MID BACK

Rexxi 2

Simply, a great chair



Rexxi 2 makes selecting a great chair simple, with all the best features standard in one package: comfort, ergonomics, adjustability and value. The innovative spring-coil enhanced cushion provides truly remarkable comfort. A stylish mesh back and classic black upholstery complement any interior and the chair easily adjusts for users of all sizes — it's even rated for up to 300 lbs.



Series Y

Good looks, great value



Series Y provides comfortable, affordable Executive seating that ships quick. The molded foam contour back and waterfall-front are designed for comfort. Includes standard pneumatic seat height adjustment, pivot knee tilt and Black bonded leather upholstery. Ready for immediate delivery with our fast Express shipping.



 $Series\ Y\ |\ Knee-tilt\ mechanism\ |\ Black\ bonded\ leather\ |\ Five-position\ tilt\ lock\ |\ Seat\ height\ adjustment\ |\ Tilt\ tension\ control\ better the proposition\ tilt\ lock\ |\ Seat\ height\ adjustment\ |\ Tilt\ tension\ control\ better the proposition\ tilt\ lock\ |\ Seat\ height\ adjustment\ |\ Tilt\ tension\ control\ better the proposition\ tilt\ lock\ |\ Seat\ height\ adjustment\ |\ Tilt\ tension\ control\ better the proposition\ tilt\ lock\ |\ Seat\ height\ adjustment\ |\ Tilt\ tension\ control\ better\ the proposition\ tilt\ lock\ |\ Seat\ height\ adjustment\ |\ Tilt\ tension\ control\ better\ the proposition\ tilt\ lock\ |\ Tilt\ tension\ control\ better\ the proposition\ tilt\ lock\ |\ Tilt\ tension\ control\ better\ the proposition\ the pr$



Go for the best in design, comfort, quality and value in a flip/nest chair! Zego embraces the body with comfort and pleases the eye with style. The smooth, responsive flexing back enhances user comfort, especially during long meetings or training sessions. Zego zips into place when needed, then nests snugly out of the way when not in use. Perfect for spaces where people meet, learn, work, and relax.





7 standard upholstery colors, additional options available.



M11

Personality meets functionality





The smooth, self-adjusting design supports motion and flexes with your every move

tablet arm, under-seat book rack, ganging glides and storage cart.

for greater comfort.

Our M11 seating blends fun, form and innovative function for a unique seating experience. The smooth, flexing seat design responds to the user to provide maximum comfort in a multi-purpose chair. Options include arms or armless,



COLORS

Ivory Pebble Dark Grey Black Blue Green Red



Need flexibility and versatility? Count on Jet! Fully-optioned Stack, Task, Tandem and Café Stool models are all part of the family. Offered in a wide selection of colors, Jet's ergonomically-contoured polypropylene shell provides flexible comfort and durable performance. Stacks up to 40 high on the optional Cart. Upholstered and non-upholstered shell, Black and Platinum frame options available.







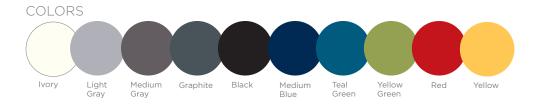


Optional cart for Jet Stacker

TABLET ARM + BOOK RACK

CAFÉ !

3100L



Jet | Tablet arm and book rack options available on Stack model | Available with or without upholstery | Stacks 40 high on cart, 10 high on floor (non-upholstered); 10 high on cart or 5 on floor (upholstered) | Durable steel frame available in Black or Platinum for Task seating | Stack and Stool | Models also available in Chrome

Live

There's so much to love about Live



Live a little! Practical Live seating combines style, comfort and versatility. Whether it's private office, counters, cafés, shared space or break rooms, there's a Live model ready to go to work for you.

Generous proportions welcome users of every size, and side chairs stack and gang with ease ... a chair you can live with.





Live II | SIDE/STACK

Live | CAFÉ

Elegance for any setting



The Quello Bar Stool makes a bold statement — quietly. Long, slender, polished legs support a slim, gracefully curved seat, molded to support the human body. The stool is scaled for a wide range of body types, with a generous seat pan and well-placed foot rest for user comfort. Classic Red, White and Beech colors complement the Chrome steel frame.





With Third Space zones, social hubs and amenity spaces becoming a more prominent element of space planning, soft seating is not just for the reception area anymore. Plus soft seating is a perfect solution for all these spaces. Comfortable and supportive, its award-winning design brings understated style suitable to a wide range of interiors.







Sofa | ARMS | ARMLESS



Chair | ARMS



Bench | LONG | SHORT



Parley

Now more than ever offices have to be flexible. Parley answers the need with clean lines, comfortable design, and bright splashes of color. Use the collection for formal and casual meetings, individual focused work, or a place for people to hang out and relax. No matter your situation, count on Parley.











Sofa Bench Round Square



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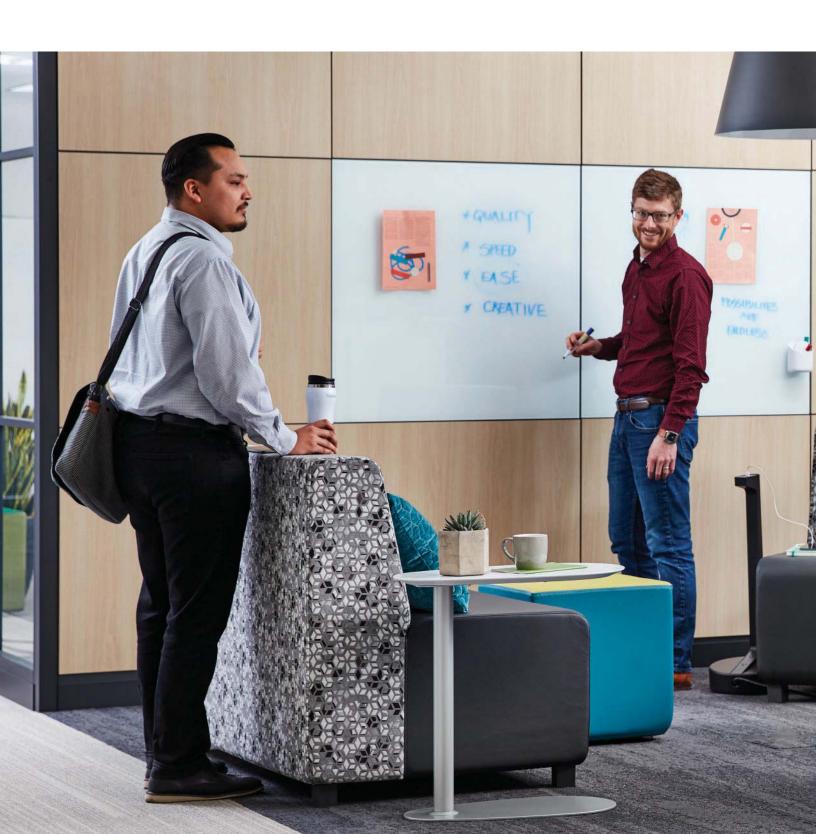


Trendway is verified as a Veteran Owned Small Business by the U.S. Department of Veteran Affairs | 75% Veteran Owned | 25% Employee Owned | Under 500 Employees

Most Trendway products conform to the ANSI/BIFMA e3-2014e level* Furniture Sustainability Standard. Visit our website to view current certifications for specific products.

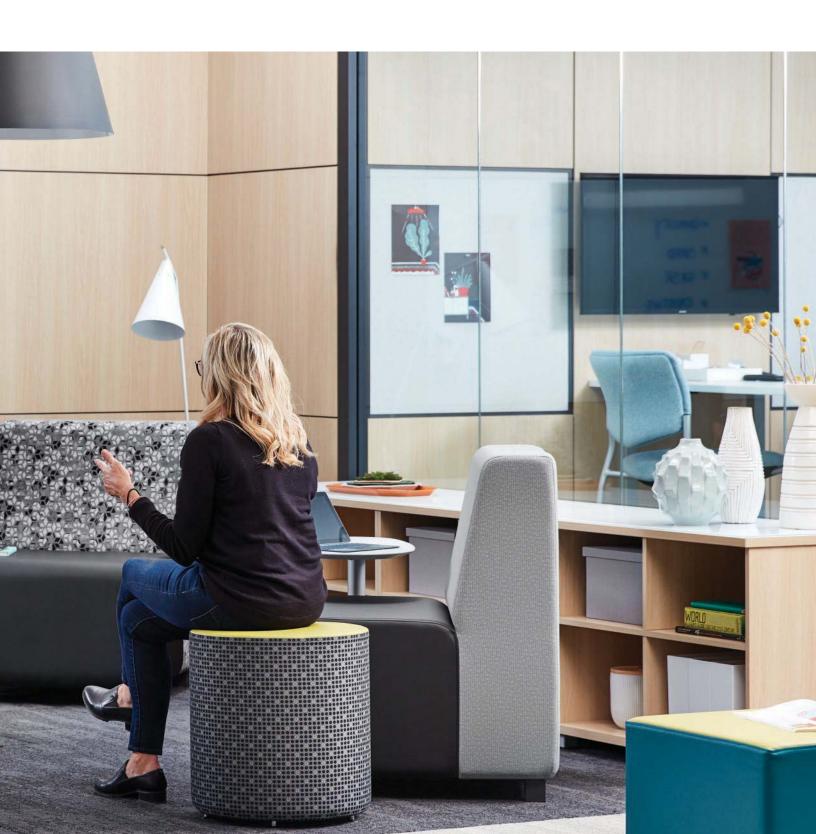
Trendway Products are tested for conformance to SCS Indoor Advantage™ or Indoor Advantage Gold™ requirements. Visit our website to view current certifications for specific products.





AN EASY WAY TO COME TOGETHER

With the latest seating collection from Trendway, Parley makes it easy to touch down, talk, and come to a meeting of the minds. With an inviting color palette, comfortable sit, and pieces that move effortlessly, you can count on Parley to meet your needs.







SOLUTIONS FOR ANY SETTING

Now more than ever offices have to be flexible. Parley answers the need with clean lines, comfortable design, and bright splashes of color. Use the collection for formal and casual meetings, individual focused work, or a place for people to hang out and relax. No matter your situation, count on Parley.

Flexible and easily configurable, our five-piece Parley Seating Collection includes:

Sofa

Meetings run more smoothly with a sofa that comfortably seats two and fits seamlessly in booths and a variety of other settings.



Chair

Clean lines and minimalist touches make this a go-to chair in any setting.



Bench

Parley bench can be approached from any angle and can be utilized as a tabletop.





Round

Round shape shown with casters allow for free movement with the needs of your office.

Square

Parley square is a great fit for meetings on the fly. Both round and square can double as a side table or footrest.

Leg options

Sofa and Chair: Leg only Bench: Leg or Glide Round and Square: Caster or Glide













Trendway>



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MORE STYLE, MORE COMFORT

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Whether it's for a traditional lounge, lobby, library, touchdown space or informal meeting area, Plus offers appealing, affordable seating for every environment.





The Plus offering includes Sofa, Bench and Chair models. Sofa is available in three sizes and, like the Chair, both with or without arms. The versatile Bench is offered in a Long and Short version, which nest together seamlessly to create appealing and functional arrangements. All Plus models are rated up to 300 lbs., but lightweight and easy to configure.



Textured cast aluminum leg frames with a clear protective finish and polyester glides.



CFC-free cushions are contoured to fit the curve of the body and designed for firmness, support, and comfort.

Trendway>



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MOVABLE WALLS

Trendway has been in the Movable Wall business for over 50 years. The three Movable Wall Systems — TrendWall, Volo and Clear Wall — represent a full range of pricing, function and aesthetics. All three can seamlessly combine to create unique solutions that meet budgetary and functional requirements while offering almost unlimited flexibility to bring a designer's vision to life.

TrendWall®



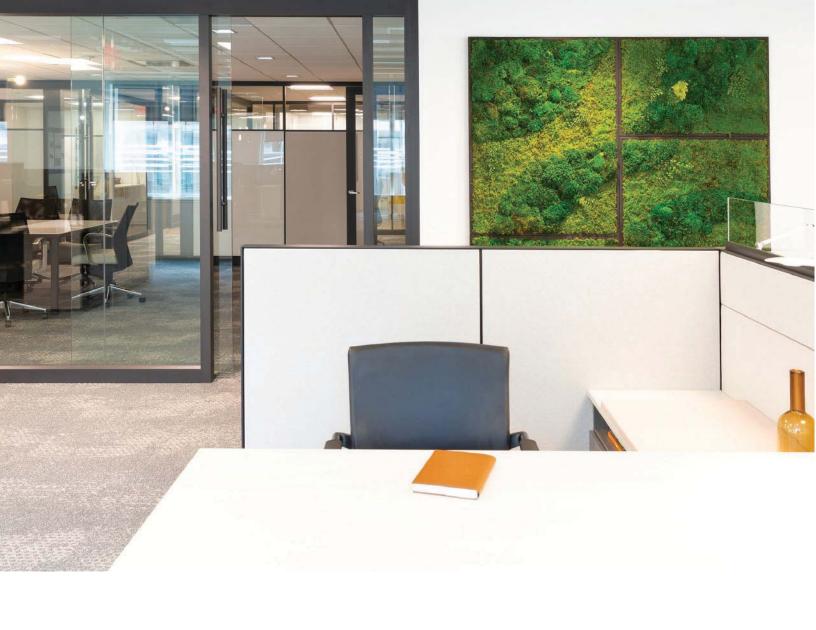
Volo®



Clear Wall





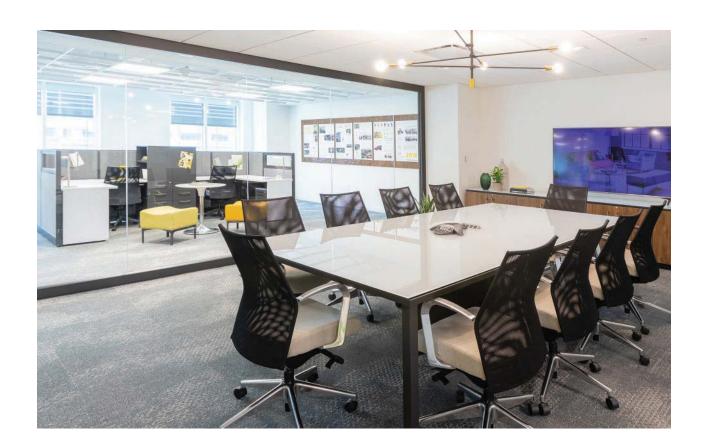


Clear Sophistication.

Simple, elegant, impressive — Clear Wall imparts an upscale ambiance to every environment. The pure flow of glass and transparent corners clearly define space while complementing any architectural setting.

Clear Wall's seamless glass offers a degree of privacy while allowing greater visual access for users. It optimizes daylighting and increases access to exterior views throughout a space.

Clear Wall is designed with a combination of aluminum framing elements, architecturally inspired doors and tempered glazing. The system supports modular power and data, or can be hardwired in the field.





Clear Benefits.

- Flush, Full-Lite and Frameless Glass Sliding Doors
- Full-height Frameless Glass 180° and 90° Swing Doors
- Easy-to-install Center mount Glass Panels with a simple, tool-free glass mounting design
- Seamless Glass with transparent corners creates greater visual access for users and optimizes daylighting
- Extruded aluminum framing elements can be specified in Satin Etch (Anodized) or one of Trendway's many powder coat finish colors
- Tempered glass inserts available in 3 distinct colors: Clear, Low Iron (colorless), or Frost

DOOR STYLES



Frameless Glass Sliding Door



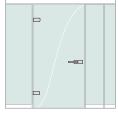
Aluminum Sliding Door Available in 2-2-2, 2-2-4, and 4-4-4 Framed Styles



Wood Flush/Solid Sliding



Wood Full-Lite Sliding Door



Frameless Glass Swing Door - 90°



Frameless Glass Swing Door - 180°



New 90° Patch Lever Set shown with SFIC Lock option. (COM core).



New 90° Hinges. Hardware also available in Black.



Optional Clear Polycarbonate Strip insertion between glass panels for the most finished appearance and optimized acoustics.

Tax Advantages

Be sure to investigate the tax codes in your area, too. Clear Wall may save you bundles in taxes — movable walls are often classified as "tangible property" which may be depreciated in the first year, vs. drywall's 39 years. That's a big difference! See your tax consultant for details.

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CSI Spec Section 10 22 19 | Demountable Partitions



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TrendWall®



Volo®



Clear Wall



A HERITAGE OF ARCHITECTURAL INTERIORS

There have been changes to TrendWall® over these 50 years, but today it remains a proven performer with installations around the globe. Installation is fast, clean and simple. Power and data routing and access is a snap. Later, if needs change, the layout can be rapidly reconfigured for continued years of service.





Part of a Bigger Solution

AN INTEGRATED ARRAY OF WALL PRODUCTS

Combine TrendWall's practical performance with the unlimited design flexibility of Volo and the sleek presence of Clear Wall. Trendway's movable wall products blend smoothly to provide a full range of aesthetic, functional and budget options.



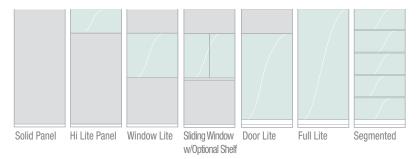
Shown with Clear Wall

Unitized, modular panel construction makes TrendWall simple to plan and install. Choose from solid, glazed and partially glazed panels, and a full range of door and hardware options. The system is made to handle challenging site conditions and delivers solid solutions to meet functional and structural requirements.

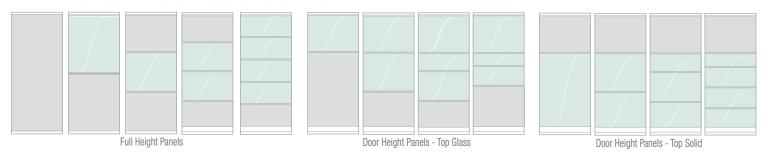
Sustainable by design, TrendWall reduces construction waste, is 95% re-usable and 97% recyclable. It reconfigures with minimal impact to carpet and ceiling so it's truly re-usable. And like all Trendway Movable Walls, it's Indoor Advantage® Gold and BIFMA e3 level® 2 certified.



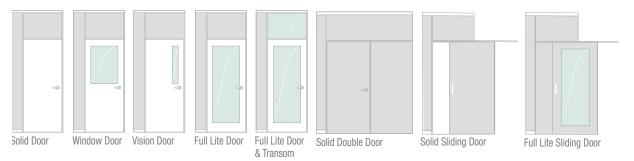
PANEL CHOICES



VARIABLE GLASS PANELS WITH CUSTOM SEGMENTS



DOOR OPTIONS



See pricebook for specific sizes and configurations.

POWER + DATA



Pilasters can easily accommodate your choice of lighting controls or card reader.



Power and data can be routed through vertical Pilasters and the Base wireway. Duplexes can be installed for access in Pilasters.

PULL + LOCK OPTIONS



18" Sliding Door Post Pull



18" Sliding Door Post Pull with standard lock (non-SFIC). Small Format Interchangeable Lock (SFIC) available.



Lever Set with non-SFIC lock. Passage set available.



Lever Set shown with SFIC lock option (COM core).

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TrendWall®



Volo®



Clear Wall



Whatever your vision, Volo® brings it to life with speed, ease and performance.

YOUR VOLO, YOUR VISION

What's your perfect space? Maybe it's a quiet, traditional private office, or a dramatic statement in metal and glass. Maybe it's a creative hub where people freely sketch ideas floor-to-ceiling — or just a simple, practical shared space in a beautiful environment. Whatever your vision, Volo® brings it to life with speed, ease and performance.

With its unitized, modular construction and extensive design options Volo offers a fast, flexible and sustainable approach to interior architectural space planning.



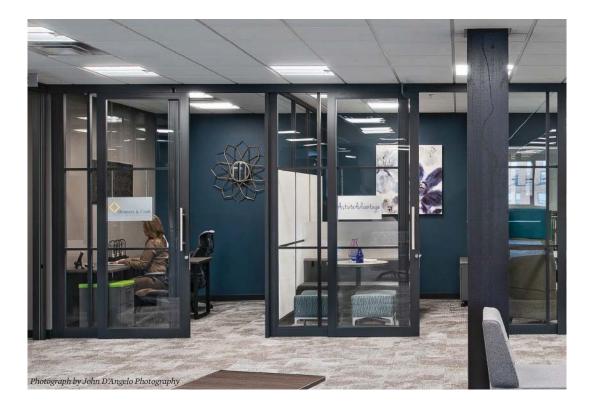


Design the space to support your brand, your preferences and your needs — Volo offers the freedom to create.

TAILORED SOLUTIONS

A well designed workplace offers people a variety of settings for collaboration, socializing, focused work and quiet time. Volo creates spaces with a range of visual and acoustic privacy to suit a spectrum of needs, from complete enclosure to total transparency, including quiet zones that rival drywall.

Choose the traditional look of custom millwork, or make a bold, graphic statement — the expansive range of aesthetic and functional design options makes it easy to do it all.







VOLO OFFERS VALUE

Volo looks and performs as well or better than higher-priced architectural walls. Its unitized panels install quickly and can be moved and re-used as your needs change, with minimal impact to ceilings and floors. It may also save you tax dollars since movable walls are often classified as "tangible property" which may be depreciated in the first year, vs. drywall's 39 years.



BASE OPTIONS



Aluminum Base provides a clean, architectural look.



2" Vinyl Base creates a subtle recessed transition to the floor.



4" Vinyl Base frames the panel and resembles a commercial cove base.



6" Vinyl Base accommodates horizontal modular power.

CROWN OPTIONS



Reveal Crown creates a subtle ceiling attachment transition.



Traditional Crown stands slightly proud of the wall panel. Required for freestanding applications.

TILE OPTIONS



Slim-profile Inserts offer many decorative and functional options.



Outserts sit slightly proud of the frame and display a subtle 1/4" reveal.

WALL START OPTIONS



Adjustable Wall Starts provide flexibility to cleanly attach and adjust to walls, columns, and other architectural conditions.



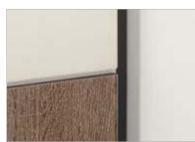
Reveal Wall Starts provide a subtle, recessed wall interface.

GLAZED PANELS



Volo offers Clear, Low Iron, Frost, magnetfriendly, Back Painted glass and writable glazing options.

ACOUSTICS



Volo has the capacity to provide acoustic privacy as good as or surpassing drywall.

POWER + DATA



Inline Connectors support power and data vertically for access at multiple heights.

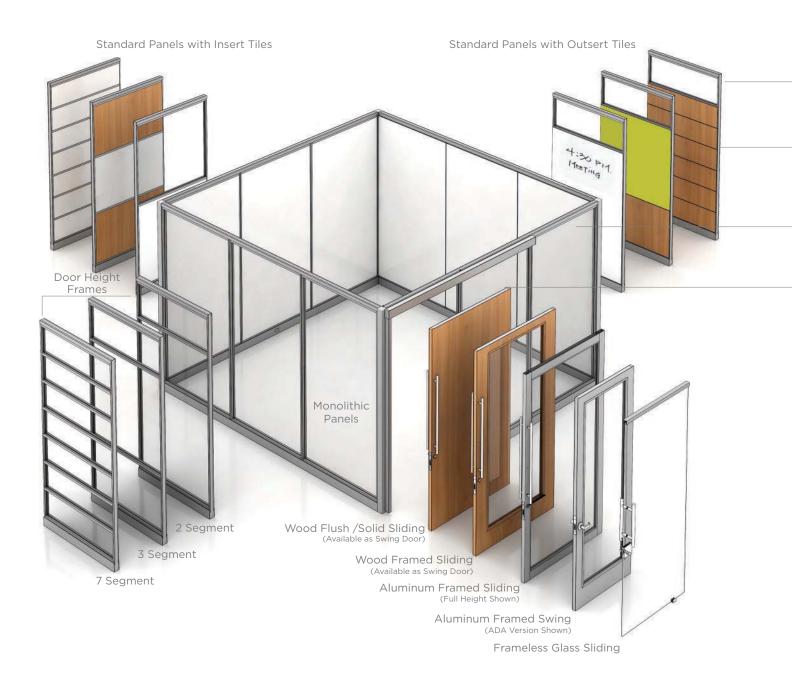


Power and data is distributed and accessed horizontally in the 6" base option.



Inline Connectors can be specified with factory-cut openings to accommodate your choice of components.

Visualize Your Volo



INSERT TILES create an extra-slim profile, revealing aluminum frame elements for a contemporary aesthetic. Choose Vinyl, Laminate, Veneer and Tackable Tiles for functional and design flexibility.

OUTSERT TILES are slightly proud of the frame, with a subtle 1/4" surrounding reveal. Choose from Laminate, Veneer, Glass Marker Board and colorful Back Painted Glass Tiles to meet your specific needs.

 ${\tt SURFACE\ MATERIALS-Find\ images\ and\ details\ about\ the\ extensive\ offering\ of\ Volo\ surface\ materials\ at\ www.trendway.com.}$

PANEL SEGMENTATION allows up to 7 Tiles of identical or varied materials on each side of the panel. Outsert and Insert Tiles can blend for maximum aesthetic and functional versatility. Different tile configurations can be specified for each side of a panel.

PANEL FRAMES can be specified from 88" up to 120" high in 1/2" increments, and from 6" to 48" wide in 1/8" increments. Frame elements are available in any of Trendway's standard Systems paint colors or in an anodized aluminum finish.

CENTER-MOUNT GLAZING TILES provide clear, frosted and decorative options. Choose privacy, visibility, pattern, color or writability. They can be specified up to 60" wide.

DOORS are available in Sliding or Swing styles in full and partial heights. Choose Flush Wood, Full Lite Wood or Aluminum Framed styles for Swing and Sliding Doors. A Sliding Frameless Glass Door is also available.

DOORS



Frameless Glass Sliding Door



Aluminum Framed Sliding Door



Wood Flush Sliding Door **



Wood Full Lite Sliding



Swing Door

PULL + LOCK OPTIONS



18" Sliding Door Post Pull.**



18" Sliding Door Post Pull with standard lock (non-SFIC). Small Format Interchangeable Lock (SFIC) available.



Sliding Door with Patch Lock. Option for Frameless Glass Sliding Door only.



Swing Door Lever Set with non-SFIC lock. Passage set available.



Swing Door Lever Set shown with SFIC lock option (COM core).

^{*36&}quot; Sliding Door Post Pull also available.

^{**72&}quot; Ladder Pull available for Wood and 4-4-4 Aluminum Framed Sliding Door.

Trendway>



Celebrating 50 years of building beautiful spaces for people to work, delivered with remarkable quality, speed and ease.





Most Trendway products conform to the ANSI/BIFMA e3-2014e level* Furniture Sustainability Standard. Visit our website to view current certifications for specific products. Trendway Products are tested for conformance to SCS Indoor Advantage $^{\text{IM}}$ or Indoor Advantage Gold $^{\text{IM}}$ requirements. Visit our website to view current certifications for specific products.

CSI Spec Section 10 22 19 | Demountable Partitions

>

Tab 3

- Performance Capability
- OMNIA Partners documents (Appendix D)

Performance Capability

- 1.) Completed Appendix D, Exhibit A.
- 2.) Signed Appendix D, Exhibit B
- 3.) Completed Appendix D, Exhibit F. Federal Funds Certifications and G. New Jersey Business Compliance.
- 4.) Describe how Offeror responds to emergency orders.

We process emergency or rush orders through an expedited order entry and scheduling process. Stock material can sometimes ship the same day; manufactured orders may take from 24-48 hours and can be shipped on a customer directed expedited basis generally by air

5.) What is Offeror's average fill rate?

Trendway's average fill rate is 99.8%

6.) What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Trendway has a 99.8% On Time and Complete shipping performance. Trendway strives to meet the shipping and delivery timelines of the customer.

Trendway offers what we believe is unique to this industry with our "On Time or On Trendway" promise. Simply, any part of a customer order not shipping on its scheduled date is free. We don't know of any other manufacturer who has enough confidence in its ability to perform who can offer such a guarantee.

7.) Describe the Offeror's return and restock policy.

As a basic policy, Trendway does not accept returned material, because most items are manufactured per order and are not in stock at the factory. If material is authorized for return because of Trendway error, shipment may be made freight collect. Any other goods for which Trendway does authorize a return will be sent prepaid and a restocking charge of 35% will apply.

Electrical components, non-standard items, Trendway express products, and fabric-covered good may not be returned. Replacement products will be billed to you with credit being issued upon return of the product in good condition. All goods returned must be in the original Trendway packing cartons.

Goods will be inspected for damage upon return. No credit will be issued for goods which are damaged. As a general statement of policy, return authorization will not be issued for items unless they are Trendway stock items.



8.) Describe Offeror's ability to meet service and warranty needs.

Trendway Corporation offers a limited lifetime warranty and is comparable or better than most in the industry. Trendway stands behind its products.

Trendway works with our Nationwide authorized dealer network to meet the services needs of our customers on warranty issues.

9.) Describe Offeror's Customer Service/problem resolution process. Include hours of operation, number of services, etc.

We offer a team concept in Customer Service. While we will designate a primary Customer Service representative to manage this account, all members of the Customer Service team will be versed in the specifics of this contract and will be able to provide assistance to a Participating Entity. All our Customer Service reps are fully trained in product construction and applications and are considered to be experts in our offerings. Our Customer Service personnel double as Sales Support Specialists to all our customers; dealers, Government, end users, etc. to provide information and support (not necessarily product information) to allow a sales transaction to process smoothly and without delay. A large part of Trendway's success over the past 50 years has been service to our customers.

One of the things Trendway is most proud of in our Customer Service group is a simple directive: "answer the phone, answer the question". Too many Customer Service groups operate through a menu of automated, impersonal options; voice mail, e-mails, etc. It's our mission for a customer to talk live to a representative every time.

Our Customer Service center is open from 7:30 a.m. to 5:30 p.m. EST Monday through Friday.

Customer Services Phone number is 800-893-8115

10.) Describe Offeror's invoicing process. Include payment terms and acceptable methods of payment. Offerors shall describe any associated fees pertaining to credit card/p cards.

Our standard payment terms are net 30 days from invoice. Acceptable methods of payment are checks, ACH, wire transfers, and credit cards/p cards (Visa, Master Card, or American Express). Trendway does not charge our Public Sector customers a credit card processing fee.

11.) Describe offeror's contract implementation/customer transition plan.

Any new Public Agency customer will be advised of the Master Agreement availability and sign-up capabilities on the Omnia Partners website as well as the attributes of the Agreement.

12.) Describe the financial condition of Offeror.

Financially stable. Contact Jack Chance, Chief Financial Officer, for up to date financial information. (jchance@trendway.com).



13.) Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Trendway's Public Website is www.trendway.com. Trendway's website provides Product Information, a Surface Material Library, Design Resources, Contract Information, Authorized Rep Locator/Where to Buy and Corporation and Product Environmental Information. The website is searchable by keywords, including Product Name, Product Type, and Type of Space. See Trendway Corporation Website document included.

14.) Describe the Offeror's safety record.

For Trendway's primary NAICS code #337214 the Industry Average Safety Incident Rate was 3.15 (2018). Trendway's 2019 year to date Safety Incident Rate is better than the Industry average at 0.75. Trendway has a continuous improvement program which is continually monitoring our manufacturing processes and making improvement to keep our employees safe will building high quality office furniture.

Trendway Corporation Website

Features, Benefits and Capabilities:

- · Product Information
- Surface Material Library
- Design Resources
- · Contract Information
- Authorized Rep locater/Where to Buy
- · Search by Keyword, Product Name, Product Type, Type of Space
- Corporate and Product Environmental Information

Product Information:

Product Specific

- Images
- Brochures
- · Product Sheets
- · Options, Features and Accessories
- Price Lists
- · Specification Support
- Planning Guides
- Surface Material Information
- Environmental/LEED Data

Design Resources:

- Idea Starters (Typicals)
- Design inspirations
- Symbols
- 2D/3D Symbols
- Case Studies

How to Buy

Search Trendway Representatives by location with full contact information.
 Details also available in the Contract section.

Website Training

 Website training will be provided remotely (e.g. GoToMeeting) based on the customer's needs.

Sustainability Information

- Environmental Policy
- Annual Corporate Sustainability Report
- Energy, Emissions and Toxic Waste Data
- Material and Waste Reduction Data
- · Third Party Certifications
- · Environmental Product Data Sheets

Web Content Accessibility Guidelines

 The Trendway website was designed for general use and is constructed for ease of access for the average user, accessible via multiple types of devices.

Trendway CorporationWebsite Features

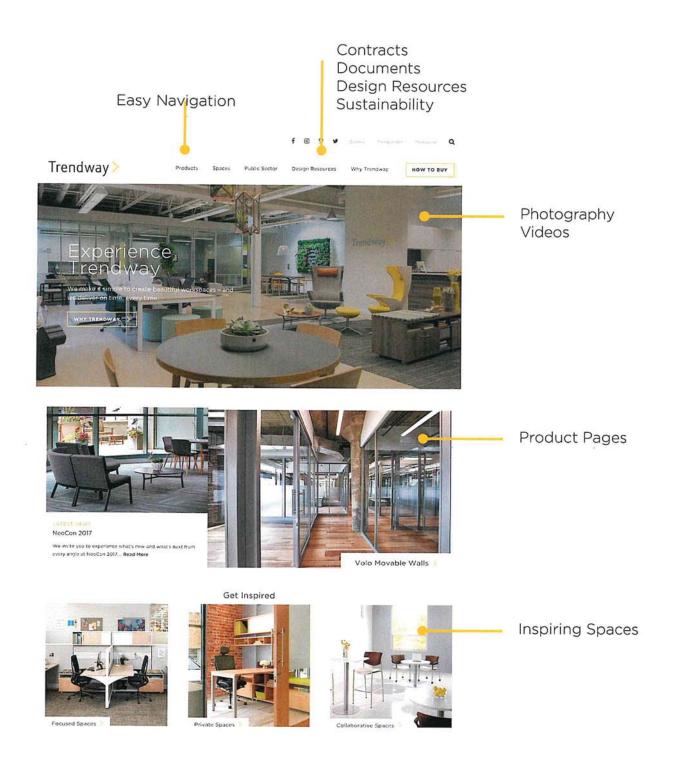


EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.1 Scope of National Cooperative Contract

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

1.2 Requirement

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

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

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

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

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

1.3 Marketing, Sales and Administrative Support

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

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

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

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

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

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

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

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

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

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

1.4 Estimated Volume

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

1.5 Award Basis

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

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

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

1.6 Objectives of Cooperative Program

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

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

2.1 REPRESENTATIONS AND COVENANTS

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

2.2 Corporate Commitment

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

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

2.3 Pricing Commitment

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

2.4 Sales Commitment

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

3.1 SUPPLIER RESPONSE

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

3.2 Company

A. Brief history and description of Supplier.

Trendway was established in 1968 as a privately held company producing floor to Ceiling partitions. In 1973, the Heeringa family purchased the firm and expanded the product offering to include a full line of quality office furnishings. Trendway

was able to continually grow by offering the fastest delivery times in the industry while providing our customers with an unprecedented level of service. We serve a full range of customers from the smallest, startup companies to Fortune 500 organizations. Trendway is a valued supplier to the Federal Government as well as numerous State and local government entities. Trendway employs 280 people in our Holland, Michigan location and at various showrooms/sales offices across North America.

B. Total number and location of sales persons employed by Supplier.

Trendway employs 4 Regional Sales Directors in key cities in the United States. Reporting to the Regional Sales Directors are District Sales Managers responsible for sales and service to all customers within their geographic area. We have attached our "Sales Leadership Roster" listing all the sales (and support personnel) in North America. The breakdown is as follow:

Northeast: 14 Southeast: 8 Central: 19 West: 14

Additionally, we have a nationwide staff of trained and experienced interior designers who bring the necessary skill set to an agency's project to turn basic furniture requirements into an attractive, ergonomically correct layout within a customer's budget.

To ensure a satisfactory installation, we also have a dedicated team of field technicians at our headquarters to assist our dealers (and customers) in project managing and installing Trendway product. These technicians are knowledgeable on all Trendway Products with many years of combined experience in working with our dealers and products to produce an installation that is correct and timely. They are typically used on larger, more complex events, but are available for a nominal charge for most project sizes to be sure of an exceptional installation.

C. Number and location of support centers (if applicable) and location of corporate office.

Our headquarters and manufacturing location is 13467 Quincy Street, Ottawa County, Holland, Michigan 49424. Our phone is 616-399-3900.

Trendway has 6 corporate showrooms located in Holland, MI; Chicago, IL; Los Angeles, CA; Indianapolis, IN; Dallas, TX; and Washington, DC.

Northeast Region

Regional Sales Director: Kerry Ferguson

Territory: Maine, New Hampshire, Vermont, Connecticut, Massachusetts 63 Curzon Mill Road, Newburgport, MA 01950 Kane Contract Group

595 High Mountain Rd, Franklin Lakes, NJ 07417

Susan Goldschrafe

Kevin Clark

In Space Options

Matt Kane

Cara Lamendola

Bielefeld Group

Russ Bielefeld

617-515-9215 matt@kanecontractgroup.com

443-668-2687 kferguson@trendway.com

201-220-3524 susan@inspaceoptions.com

Territory: New York City, Long Island, Northern New Jersey

631-525-2719 kclark@pringleward.com

201-446-8770 clamendola@pringleward.com

Territory: Western Pennsylvania 129 Brainard Dr, Youngstown, OH 44512

330-726-6974 russellbielefeld@msn.com

Territory: Eastern Pennsylvania, Southern New Jersey, Delaware 7219 Browning Rd, Pennsauken Twnshp, NJ 08109

856-235-7450 jbrock@vfassoc.com

215-290-4882 amerritt@vfassoc.com

mmurphy@vfassoc.com Ext 300

mjmadden@vfassoc.com

Territory: Maryland, Washington DC, Virginia, West Virginia

301-704-6135 jim@themichelagroup.com

4111 Beverly Rd, Rockville, MD 20853

68 Oakway Rd, Timonium, MD 21093

Kimberly Thompson

Jill Patterson

Kurtis Michela

Jim Michela

The Michela Group

Andrea Merritt

Mary Murphy

Jane Madden

Jennifer Brock

Valinote

301-512-4008 kmichela@themichelagroup.com

410-804-6161 kthompson@themichelagroup.com

757-739-4511 jpatterson@themichelagroup.com 3596 Sir Wilfred Court, Virginia Beach, VA 23452

Territory: North & South Carolina 562 Sugar Lake Rd, Pittsboro, NC 27312 Suzanne Tenore

919-636-1965 stenore@trendway.com

12/06/19pvh

Northen Florida

678-468-1265 ctattersall@trendway.com	Territory: Georgia, Tennessee, Alabama, Mississippi, Louisiana, N 321-356-0669 jack@secontract.com 678-516-5766 bryan@secontract.com 404-396-2981 todd@secontract.com 865-216-0720 walter@secontract.com 205-308-1574 bill@secontract.com	Territory: Central/Southern Florida, Puerto Rico, Caribbean 954-551-1029 echavez@trendway.com Territory: Northern Texas, Oklahoma, Arkansas	972-523-3735 kw@wgrouptx.com Territory: Southern Texas 281-381-3563 jtaylor@trendway.com
Tattersall	1890 Spring Pond Point #102, Winter Springs, FL 32708 541 10th St NW #301, Atlanta, GA 30318 5008 Stonemeade Dr, Nashville, TN 37221	20225 NE 34th Ct Apt #1412, Aventura, FL 33180 6019 Club Oaks Dr, Dallas, TX 75248	832 Garden Oaks Terrace, Houston, TX 77018
Southeast Region Regional Sales Director: Chris Tattersall	Southeast Contract Sales Jack Tallevast Bryan Durkis Todd Krutz Walter Williams III	Eduardo Chaves W Rep	Kerry Woolley Joy Taylor

630-427-5600 jvenia@trendway.com	Territory: Upstate New York 315-288-5212 <u>art@awarep.com</u> <u>angela@awarep.com</u> brian@awarep.com 315-679-6451 <u>chris@awarep.com</u>	Territory: Michican, Indiana, Ohio, Kentucky 269-598-9929 <u>del@glcg.org</u> 248-444-1664 <u>brad@greatapg.com</u> 765-529-0096 <u>ieff@greatapg.com</u> 317-727-1617 john@greatapg.com 614-595-4093 <u>mike@greatapg.com</u> 502-718-9184 <u>spencer@greatapg.com</u> 937-608-4929 <u>andy@greatapg.com</u>	Territory: Wisconsin 608-225-0521 marty@abovethelineinc.com 608-630-7045 stephanie@abovethelineinc.com Territory: Illinois adelfiacco@trendway.com	Territory: Nebraska, Iowa, Kansas, Missouri 319-290-1325 macam@lyonscompanyllc.com 913-486-6674 mhartman@lyonscompanyllc.com 402-680-9540 gdushan@lyonscompanyllc.com 515-360-6931 rwalter@lyonscompanyreps.com 314-492-1448 Iricher@lyonscompanyreps.com
enia	6295 E Molloy Rd, Suite #5, E Syracuse, NY 13057	107 W Michigan Ave 2nd floor, Kalamazoo MI 49007 225 Gratiot Ave Ste 300, Detroit, MI 48226 9040 Mud Creek Rd, Indianapolis, IN 46256 9040 Mud Creek Rd, Indianapolis, IN 46256 6102 Woodsboro Dr, Columbus, OH 43228 7202 Longview Beach Rd, Jeffersonville, IN 47130 2837 Big Woods Trail, Beavercreek, OH 45431	1223 W Main St Box 261, Sun Prairie, WI 53590 325 N Wells St, Chicago, IL 60610	5304 W 153rd St, Leawood, KS 66224 4322 Woodsmill Dr NE, Cedar Rapids, IA 52411 4250 William St, Omaha, NE 68105 9618 Davis Dr, West Des Moines, IA 50266 · 52 Turf Ct, St Louis, MO 63119
Central Region Regional Sales Director: Joe Venia	Art Werksman Associates Art Werksman Angela Werksman Brian Hammond Chris Picco	Great Lakes Contract Group Del Eldridge Brad Betts Jeff Shelton John Strachan Mike Steiner Spencer Heazlitt	Above the Line Marty Wingrove Stephanie Gander Ann Del Fiacco	Lyons Company LLC Michelle Acamovich Mark Hartman Gena Dushan Ryan Walter Lauren Richter

847-456-8243 jford@trendway.com	Territory: Minnesota, North & South Dakota 612-310-8542 <u>tim@dakota-ss.com</u>	Territory: Colorado, Wyomin, Utah 303-349-0786 <u>matt@mcg5280.com</u>	Territory: Arizona, New Mexico, El Paso, TX, Las Vegas, Nevada 602-909-1294 <u>terry@pbsouthwest.com</u> 520-204-6635 <u>melissa@pbsouthwest.com</u>	Territory: Montana, Washington, Oregon , Idaho, Alaska, Hawaii 206-850-1767 <u>mikem@vpirep.com</u>	205-979-8461 <u>marvinm@vpirep.com</u> 503-936-5611 <u>danaw@vpirep.com</u> <u>annas@vpirep.com</u>	Territory: Northern California 408-313-2134 <u>gregl@omcal.com</u> 408-771-8923 <u>doug@omcal.com</u>	Territory: Southern California 626-695-0977 <u>gdavis@dcontractrep.com</u>	611-755-9029 stephanie@dcontractrep.com
prd	9645 123rd St E, Nininger, MN 55033	8610 Zircon Way, Arvada, CO 80007	1710 W Filmore St, Phoenix, AZ 85007	901 Occidental Ave So, Suite 301, Seattle WA 98134	821 NW 16th Ave, Portland, OR 97209	21730 Stevens Creek Blvd Ste 101, Cupertino, CA 95014	25852 McBean Pkwy, Unit 801, Santa Clarita, CA 91355	3315 Chicago St, San Diego, CA 92117
Western Region Regional Sales Director: Jim Ford	Dakota Sales Services Tim Nordquist	Mountain Contract Group Matt Carroll	Plan b Terry Dixon Melissa Almquist	VPI Rep Mike McFarlane	Dana Wood Anna Spencer	Cal Ergonomics Greg Laffen Doug Kepler	Davis Contract Group George Davis	Adam braun Cari Meyer Stephanie Davis

D. Annual sales for the three previous fiscal years.

2016: \$68M

2017: \$65M

2018: \$61M

E. Submit FEIN and Dunn & Bradstreet report.

Trendway's FEIN #38-1864337

Trendway's Duns:04-368-3515 - copy of D&B Report included.

F. Describe any green or environmental initiatives or policies.

Trendway Corporation is committed to promoting sustainable work environments and business practices which balance sound economics, environmental protection, and social responsibility by incorporating the impetus of the Sustainability Guidelines of the Business and Institutional Furniture Manufacturers Association International (BIFMA) into our practices.

Included documents:

Trendway Sustainability Report 2018

Trendway SCS Indoor Advantage Gold Certificates

Trendway BIFMA Level 2 Certificates

This Dun & Bradstreet report is provided for your company's internal review. It may not be used for any other purpose or shared.

Business Information Report

User Id: vphommachanh@trendway.com

Report Printed: Tuesday October 08, 2019 09:42 AM

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043683515

D-U-N-S Number:

Business Summary

Company Name:

TRENDWAY CORPORATION

Trade Style / DBA: Trade Style / DBA: (SUBSIDIARY OF FELLOWES, INC., ITASCA, IL)
TRENDWAY

Trade Style / DBA: Physical Address:

13467 Quincy St

Physical City: Physical State: Holland MI

Physical Zip: Malling Address: 49422 PO Box : 9016 Holland

Mailing City: Mailing State:

MI 49422

Mailing Zip: Website: Telephone:

www.trendway.com 616 399-3900

Chief executive:

JOHN FELLOWES, CEO-PRES

Management Control: Year started: 2019 1968

Legal structure of the business: Corporation
Employs: 325 (310 he

325 (310 here) CLEAR

History: Financing: SIC:

SECURED 2522

2521

Line of business:

Mfg nonwood office furn

Special Events

2019-08-26

On August 26, 2019, sources stated that Fellowes, Inc., Itasca, IL, has acquired Trendway Corporation, Holland, MI, on August 14, 2019. With the acquisition, Trendway Corporation will now operate as a subsidiary of Fellowes, Inc. Employees and management were retained. Terms of the transaction were not disclosed. Further details are unavailable.

The Chief Executive Officer is now John Fellowes, CEO-Pres.

History

The following Information was reported 08/29/19:

Officer(s):

JOHN FELLOWES, CEO-PRES

The Michigan Secretary of State's business registrations file showed that Trendway Corporation was registered as a Corporation on April 15, 1968, under the file registration number 161752.

Business started 1968.

Business started 1968. Present control succeeded Aug 2019.

CONTROL CHANGE:

On August 26, 2019, sources stated that Fellowes, Inc. d/b/a Fellowes Brands, Itasca, IL, has acquired Trendway Corporation, Holland, MI, on August 14, 2019. With the acquisition, Trendway Corporation will now operate as a subsidiary of Fellowes, Inc. Employees and management were retained. Terms of the transaction were not disclosed. Further details are unavailable.

JOHN FELLOWES. 2019-present active here.

Corporate Family

Branches (US):

Trendway Corporation

Washington,DC

DUNS # 79-359-4805

Trendway Corporation

Indianapolis,IN

DUNS # 01-954-3108

Operations

2019-08-29

Description:

Subsidiary of Fellowes, Inc., Itasca, IL started 1917 which operates as manufacturer of non-wooden office furniture, specializing in filing boxes,

cabinets or cases.

This Dun & Bradstreet report is provided for your company's internal review. It may not be used for any other purpose or shared.

As noted, this company is a subsidiary of Fellowes, Inc., Duns number 00-507-0008, and reference is made to that report for background information on the parent and its management.

Manufactures non-wooden office furniture, specializing in panel systems or partitions, desks, filing boxes, cabinets or cases and cabinets (80%). Manufactures wooden office furniture, specializing in free-standing panel systems or partitions, desks, filing cabinets and cabinets (20%).

Has 500 account(s). Terms are Net 30 days. Sells to general public. Territory: International.

Nonseasonal.

Employees:

325 which includes officer(s) and 10 part-time. 310 employed here.

Facilities:

Owns 650,000 sq. ft. in a one story steel building.

Location:

Industrial section on side street.

Branches:

Maintains branch locations in Los Angeles, CA and Washington, DC.

SIC & NAICS

SIC:		NAICS:	
25220202	Panel systems and partitions, office: except wood	337214	Nonwood Office Furniture Manufacturing
25220401	Desks, office: except wood	337214	Nonwood Office Furniture Manufacturing
25220303	Filing boxes, cabinets, and cases: except wood	337214	Nonwood Office Furniture Manufacturing
25220301	Cabinets, office: except wood	337214	Nonwood Office Furniture Manufacturing
25219901	Panel systems and partitions (free-standing), office: wood	337211	Wood Office Furniture Manufacturing
25210301	Desks, office: wood	337211	Wood Office Furniture Manufacturing
25210203	Filing cabinets (boxes), office: wood	337211	Wood Office Furniture Manufacturing
25210202	Cabinets, office: wood	337211	Wood Office Furniture Manufacturing

PAYMENT SUMMARY

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

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

	Total Rcv'd	Total Dollar	Largest High	Within				ays Slow
	(#)	Amts (\$)	Credit (\$)	Terms (%)	<310%	31-60(%)	61-90(%)	90>(%)
Top Industries:	****		,					
Mfg nonwd office furn	4	62,500	40,000	12	4	76	8	-
Arrange cargo transpt	3	75,100	60,000	90	10	-	-	-
Nonclassified	3	60,250	45,000	76	12	12	-	-
Trucking non-local	3	37,500	30,000	60	40	-	-	_
Short-trm busn credit	2	35,000	20,000	79	21	-	-	-
Business association	2	40,000	20,000	100	-	-	-	-
Manmade broadwyn mill	1	100,000	100,000	50	50	-	-	_
Whol piece goods	1	70,000	70,000	50	50	-	-	-
Whol computers/softwr	1	45,000	45,000	100	-	-	-	
Mfg wood fixtures	1	40,000	40,000	50	50	-	-	_
OTHER INDUSTRIES	47	154,300	25,000	87	11	-	2	
Other payment categories:								
Cash experiences	14	1,100	250					
Payment record unknown	4	1,350	1,000					
Unfavorable comments	0	0	0					
Placed for collections:								
With Dun & Bradstreet	0	0						
Other	0	N/A						
Total in Dun & Bradstreet's file	86	722,100	100,000					

The highest Now Owes on file is \$60,000

The highest Past Due on file is \$25,000

Dun & Bradstreet has 86 payment experiences in its file for this company. For your convenience, we have displayed 80 representative experiences in the PAYMENTS section.

PAYMENT DETAILS

Detailed Payment History

Date Reported (mm/yy)	Paying Record	High Credit (\$)	Now Owes (\$)	Past Due (S) Sell	ling Terms	Last Sale Within (months)
09/19	Ppt	45,000	35,000	0		1 mo
	Ppt	45,000	45,000	0	N30	1 mo
	Ppt	10,000	10,000	0		1 mo
	Ppt	10,000	10,000	0	N10	1 mo
	Ppt	7,500	0	0		4-5 mos

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	Ppt Ppt	5,000 5,000	2,500	0		2-3 mos
	Ppt	5,000	5,000	0		2000
	Ppt	2,500	0	0		1 mo
	Ppt	2,500	1,000	0		6-12 mos
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	0	0	N/20	1 mo
	Ppt	500	100	0	N30	2-3 mos
	Ppt	250	0			1 mo
	Ppt	250	0	0	N30	2-3 mos
	Ppt	50	50			2-3 mos
	Ppt-Slow 60			0		1 mo
	Ppt-Slow 60	15,000 750	15,000	15,000	1 15 N30	1 mo
	Slow 5	250	0	0		6-12 mos
	Slow 30	5,000	0	0		1 mo
	Slow 30	500	0	0.37	N30	2-3 mos
	Slow 60	40,000	0	0		6-12 mos
	Slow 30-60					6-12 mos
	Slow 90	100	0	0		4-5 mos
08/19	Ppt	2,500 60,000		0		1 mo
00/19	Ppt	25,000	45,000 20,000	0		1 mo
	Ppt	20,000	20,000	0		1 mo
	Ppt	20,000	20,000	0	N30	1 mo
	Ppt	20,000		0	N30	2-3 mos
	Ppt		20,000			1 mo
	Ppt	15,000	5,000	0		1 mo
	Ppt	10,000	10,000	0		1 mo
	Ppt		5,000	50		1 mo
	Ppt	5,000 2,500	5,000 750	0	N30	1 mo
	Ppt	- 132	0			1 mo
	Ppt	1,000	0	0		4-5 mos
	Ppt	100	. 0			1 mo
	Ppt	100	0			6-12 mos
	Ppt	0	0	0		1 mo
	Ppt-Slow 15	2,500	100	0		1 mo
	Ppt-Slow 15	100	0	0		1 mo
	Ppt-Slow 30	100,000	60,000	25,000		6-12 mos
	Ppt-Slow 30	5,000	2,500	23,000		1 mo
	Ppt-Slow 30	1,000	750	0		1 mo
	Slow 30	500	500	500		1 mo
	(046)	50	0	0	Cach secourt	0.000
	(047)	50	-	0	Cash account	1 mo
	(048)	0	0	0	Cash account	6-12 mos 2-3 mos
07/19	Slow 30-60	15,000	5,000	1,000	Cash account N30	10.000
06/19	Ppt	2,500	2,500	0	NOU	1 mo
00/13	Ppt	2,500	0	0		1 mo
	Ppt	750	0	0		6-12 mos
	Ppt-Slow 30	40,000	2,500	0		6-12 mos
	Ppt-Slow 30	7,500				1 mo
	(055)	1,000	5,000	5,000		1 mo
	(056)	50	<u> </u>	0		1 mo
		725			Cash account	1 mo
05/10	(057)	70,000	0	0		1 mo
05/19	Ppt-Slow 30	70,000	55,000	10,000	N30	1 mo
04/10	(059)	100			Cash account	1 mo
04/19	(061)	100 50	0	0		6-12 mos

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03/19	Ppt	0	0	ol	1	6-12 mos
01/19	Ppt	250	0	0		6-12 mos
	Ppt-Slow 30	5,000	5,000	250		1 mo
11/18	Ppt	100	0	0		4-5 mos
10/18	(066)	250			Cash account	1 mo
	(067)	50			Cash account	1 mo
	(068)	50			Cash account	1 mo
	(069)	50			Cash account	1 mo
	(070)	50				1 mo
08/18	(071)	250	250	0	N30	
07/18	Ppt	2,500	0	0		6-12 mos
04/18	Ppt-Slow 30	15,000	0	0		6-12 mos
03/18	(074)	50			Cash account	1 mo
01/18	Ppt	500	500	0		1 mo
	Ppt-Slow 90	1,000	0	0		4-5 mos
12/17	Ppt-Slow 30	30,000	1,000	750		1 mo
11/17	Ppt-Slow 15	15,000	0	0		2-3 mos
09/17	Ppt	750	0	0	N30	6-12 mos
	Slow 90	5,000	0	0		6-12 mos

Payments Detall Key: 30 or more days beyond terms

FINANCE

2019-08-26

On August 26, 2019, sources confirmed business name, address, phone number and operations of this location. .

PUBLIC FILINGS

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

UCC Filings

Collateral:

Negotiable instruments including proceeds and products - Inventory including proceeds and products -

Account(s) including proceeds and products - Farm products/crops including proceeds and products - and

Type:

Original

Sec. party: Debtor:

PNC BANK, NATIONAL ASSOCIATION, PITTSBURGH, PA

Filing number:

TRENDWAY CORPORATION

Filed with:

2010123137-0 UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

Date filed: Latest Info Received:

Original filing no.:

09/14/2010

Original UCC filed date:

10/22/2010

Collateral:

Continuation

Sec. party:

PNC BANK, NATIONAL ASSOCIATION, PITTSBURGH, PA

Debtor: TRENDWAY CORPORATION Filing number:

2015038958-6

Filed with:

Date filed:

UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

Latest Info Received: Original UCC filed date: Original filing no.:

03/24/2015 05/26/2015 09/14/2010 2010123137-0

Collateral:

Leased Inventory and proceeds - Account(s) and proceeds - Chattel paper and proceeds - Leased

Communications equipment and proceeds - and OTHERS

Type:

Sec. party:

TAMCO CAPITAL CORPORATION, TAMPA, FL TCF EQUIPMENT FINANCE, INC., MINNETONKA, MN

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Debtor:

TRENDWAY CORPORATION

Equipment and proceeds

Filing number:

2011158075-1

Filed with:

UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

Date filed:

11/09/2011

Latest Info Received: Original UCC filed date: Original filing no .:

01/05/2012

Collateral:

Original

Sec. party:

STILES MACHINERY, INC., GRAND RAPIDS, MI

Debtor: Filing number:

TRENDWAY CORP 2008120994-8

Filed with:

UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

Date filed: Latest Info Received:

07/31/2008 08/14/2008

Original UCC filed date: Original filing no.:

Collateral:

Equipment

Type: Sec. party: Debtor:

Original TOYOTA INDUSTRIES COMMERCIAL FINANCE, TORRANCE, CA

TRENDWAY CORPORATION

Filing number:

2016041832-7

Filed with: Date filed:

UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

Latest Info Received:

03/29/2016 04/26/2016

Faulpment

Original

Original UCC filed date: Original filing no.:

Collateral:

Sec. party: XEROX FINANCIAL SERVICES, NORWALK, CT

Debtor:

2014094012-8

TRENDWAY CORPORATION

Filing number: Filed with:

Type:

UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

Date filed: Latest Info Received:

06/26/2014

Original UCC filed date: Original filing no.:

07/15/2014

Collateral: Type:

Equipment

Sec. party:

Original

TOYOTA MOTOR CREDIT CORPORATION, TORRANCE, CA Debtor: TRENDWAY CORPORATION

Filing number:

2013155822-7

Filed with:

UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

Date filed: Latest Info Received: 10/30/2013 11/22/2013

Original UCC filed date: Original filing no.:

Collateral:

Equipment Original

Sec. party: ENGINEERED PROTECTION SYSTEMSS, INC., GRAND RAPIDS, MI Debtor:

Filing number:

TRENDWAY CORPORATION 2009063452-2

Filed with:

UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

Date filed: Latest Info Received: 04/29/2009 05/27/2009

Original UCC filed date:

Original filing no.:

This Dun & Bradstreet report is provided for your company's internal review. It may not be used for any other purpose or shared.

Collateral: Equipment Type: Original Sec. party: MIDDLEVILLE TOOL & DIE CO., INC, MIDDLEVILLE, MI Debtor: TRENDWAY CORPORATION and OTHERS Filing number: 2008008397-5 Filed with: SECRETARY OF STATE/UCC DIVISION, LANSING, MI Date filed: 01/16/2008 Latest Info Received: 02/14/2008 Original UCC filed date: Original filing no .: Collateral: Equipment Type: Original Sec. party: MARKSON TOOL & MANUFACTURING COMPANY, SPARTA, MI Debtor: TRENDWAY CORPORATION Filing number: 2007062739-5 Filed with: SECRETARY OF STATE/UCC DIVISION, LANSING, MI Date filed: 04/20/2007 Latest Info Received: 05/18/2007 Original UCC filed date: Original filing no.: Collateral: Type: Original Sec. party: C T CORPORATION SYSTEM AS REPRESENTATIVE, GLENDALE, CA Debtor: TRENDWAY CORPORATION Filing number: 170728000449-8 Filed with: UNIFORM COMMERCIAL CODE SECTION, LANSING, MI Date filed: 07/28/2017 Latest Info Received: 07/31/2017

There are additional UCC's in Dun & Bradstreet's file on this company available by contacting 1-866-705-5711.

There are additional suits, liens, or judgments in Dun & Bradstreet's file on this company available by contacting.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

Government Activity

Original UCC filed date: Original filing no.:

Activity summary

Borrower (Dir/Guar):

Administrative debt:

NO

Contractor:

Grantee:

NO

Party excluded from federal program(s):

NO

Possible candidate for socio-economic program consideration

 Labor surplus area:
 N/A

 Small Business:
 YES (2019)

 8(A) firm:
 N/A

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

Corporate Sustainability

2018 Report 2017 Year-End Data



A Letter from Leadership



This year, Trendway celebrates 50 years of creating great places for people to work, and delivering them with remarkable quality, speed and ease.

The company was established in 1968 to deliver a better movable wall partition, and we've been in the interior architectural product business continually. With less waste to landfill, simple re-use/reconfiguration and high recycled content, our Architectural Wall products by their nature offer a more sustainable approach to space planning. They are also BIFMA e3 level® 2 certified. (Find more information on all our certifications on page 6 of this report.)

Though approaches and initiatives have evolved over time, Trendway has been serious about sustainability from day one. The company was first recognized for this commitment in 1991 with the Michigan Environmental Small Business Award. Our operations have always been under one roof in Holland, Michigan, where adjacencies not only improve our ability to respond, they also promote operating efficiencies and reduce transport requirements for a smaller carbon footprint.

We're looking forward to another 50 years of serving our customer, our community and our commitment to sustainability!

Mark Kinsler

President

Trendway Corporation

Work Kuley

Our Environmental Policy and Approach to Sustainability

Trendway Corporation is committed to promoting sustainable work environments and business practices which balance sound economics, environmental protection, and social responsibility by incorporating the impetus of the Sustainability Guidelines of the Business and Institutional Furniture Manufacturers Association International (BIFMA) into our practices.

We will routinely update our practices, and we intend to make consistent, measurable progress toward set goals and will pursue them in all facets of our operations. We are committed to compliance with all applicable local, state and federal regulations.

We will strive to ensure that our key stakeholders are aware of our commitment as we pursue the goal of becoming an increasingly sustainable company. We also commit to reporting our progress in the following key areas:

- Materials use reduction, reuse and recycling
- Energy use reduction and reuse
- Waste reduction, reuse and recycling
- VOC and Greenhouse Gas Emissions reduction

Trendway's Executive Committee is committed to these principles and will make every effort to meet them.

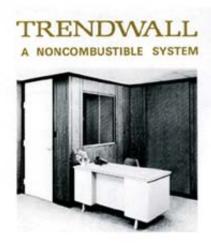
Our Stakeholders

We have succeed for nearly 50 years because we care enough to earn, build and keep relationships of trust as we strive to make things better for our customers, community, dealers, suppliers, our team and our world.

They are all stakeholders in our progress, both fiscally and as we seek to be an increasingly sustainable organization.



1968



Our Company

Trendway has been creating beautiful spaces and quality products for 50 years. The company was founded in 1968 to manufacture a new gypsum-based wall panel that offered higher fire resistance and better sound rating than any partitions then available.

A unique combination of quality, service, and unmatched responsiveness has set us apart from the beginning, and they are the spirit behind our team Vision and Mission today.

Our Vision

Building Exceptional Experiences

Our Mission: Make speed and ease the defining experience for our clients. We simplify the process of creating beautiful spaces and deliver on time, every time.



Organization

Trendway is a privately held company, Veteran-owned with 25% employee ownership. Our Sustainability efforts follow the guidance of the ANSI/BIFMA level e3® Sustainability Certification Program. These efforts are reviewed and supported by the full Executive Committee. Trendway has been successfully and profitably serving our customers for close to 50 years and continues as a strong and viable company. We look forward to another 50 years serving our customers.

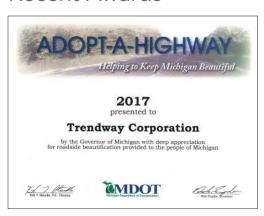
Market Presence

All of Trendway's manufacturing/final assembly takes place at the facility in Holland, Michigan USA. Trendway has sales representation throughout North America and serves customers in North America and the Middle East.



All Trendway manufacturing operations are under one roof in Holland, Michigan

Recent Awards



Michigan Neighborhood Environmental Partner Awarded by the State of Michigan Department of Environmental Quality in 2017 for continued support of community environmental quality.

Michigan's Best and Brightest in Sustainability

The National Association for Business Resources named Trendway a winner in their annual "Michigan's 2016 Best and Brightest in Sustainability®", which celebrates companies that are making their businesses more sustainable, the lives of their employees better and the community locally and globally better as a whole.

Top Workstation/Systems Manufacturer

Office Furniture Dealers Alliance (OFDA) polled hundreds of North American Dealers for their Manufacturers of the Year Survey.

Readers' Choice Best Products

Interiors & Sources polled their readers to find out which products and furnishings were their favorites, and Trendway's Capture™ System received Honorable Mention.

Top Systems Manufacturer

Contract Magazine Brand Report conducted an unaided survey which recognized Trendway as a top manufacturer for Systems products.











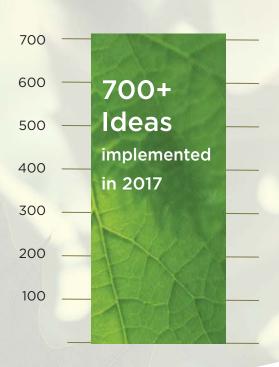
Continuous Improvement | Ideas

Our Continuous Improvement program offers everyone in the company a voice to express their perspective, thoughts and Ideas on ways to improve quality, safety, efficiency, sustainability or profitability.

Our weekly Ideas report recognizes contributors and celebrates their success. There are active improvement teams throughout the organization. In 2017 we implemented an average of more than two ideas for every team member — more than doubling our goal for participation in 2016.

These ideas resulted in improvements that have been a significant benefit to the company and to our customers. They also resulted in dramatic reduction in waste.

Continuous Improvement Ideas



Recent improvements
to the way we cut our
board for best yield
reduced the amount of
material required by

45,000 s.f.

(about the entire area of a football field).

Situation: Powdercoat paint process generates unavoidable waste material.

Idea: Reformulate scrap powdercoat paint to spray frames and non-critical surfaces.

Result: 12,000 pounds of scrap material productively repurposed.

Situation: Purchased materials are often received with undamaged, usable corrugated packaging.

Idea: Re-use corrugated packing materials at our facility.

Result: Retain and use full-sheet corrugated packaging materials to protect our products in shipment.

Situation: Welding work tables and storage carts are fabricated from angle iron for specific operations. **Idea**: Developed substitutes made from coated steel pipe and connectors.

Result: New design can be reconfigured for new uses, used angle iron no longer needs to be recycled.



Design for the Environment

The Design for Environment review is a mandated part of every product introduction process. Each product in development is evaluated for material chemistry, ease of disassembly, recycled/renewable content, recyclability, water management and energy use and efficiency. Maintaining visibility of these factors early in the process helps ensure the most sustainable result.

We have the attitude and policies in place to make sustainability part of every decision process. This helps us continue to find new and better ways to address the reduction of emissions and toxic waste.

Certifications

In 2016 the US Environmental Protection Agency (EPA) released a set of guidelines that identified the BIFMA e3 level® and SCS Indoor Advantage programs among their recommended list of certifica-tion standards. The GSA has included these recommendations in their own program as "EPA Recommended" choices for sustainable purchasing.

See the EPA Guidelines for Environmental Performance Standards and Ecolabels on their website.



BIFMA level® Certified Certification No. SCS-SCF-03790 Get the details in the Sustainability section of Trendway.com



ANSI/BIFMA Certified SCS Indoor Advantage Gold Registration No. SCS-IAQ-01588 Get the details in the Sustainability section of Trendway.com



Trendway earned the maximum points available under the ANSI/BIFMA level e3® Certification Program for achieving total solid waste diversion from landfill.

Get details in the Sustainability section of Trendway.com

LEED Points

The U. S. Green Building Council awards Leadership in Energy and Environmental Design (LEED) certification for sustainable buildings and interiors based on a points system. Trendway products can contribute to LEED credit points in several categories:

- Reuse
- Recycled content
- Regional materials
- Rapidly renewable
- Low-emitting materials

Visit the Product, Sustainability or Resources pages at Trendway.com for details on specific products.



Environmental Data Product Sheets

Detailed information is available for each product line regarding pre- and post consumer recycled

content by weight product, certifications and potential LEED point contributions.

Find Environmental Data Sheets page on each product page on Trendway.com.



Trendway is an active member of:

- US Green Building Council
- American Society of Interior Designers (ASID)
- BIFMA
- West Michigan Sustainable Business Forum
- Michigan Recycling Coalition (MRC)
- Zero Waste to Landfill West Michigan Group
- Carbon Disclosure Project
- Scientific Certification Systems (SCS)
- Ecovadis



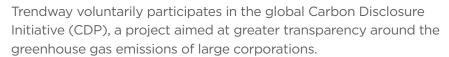




Trendway teams with Natural Capital Partners to offset our carbon footprint by subsidizing the development of new green energy projects.

Currently, we support the Verified Carbon Standard (VCS) West India Wind Power Project. This zero-emission installation is situated across three districts in India.

Carbon Disclosure Project





Participants must analyze and self-report their carbon footprint with supporting documentation.

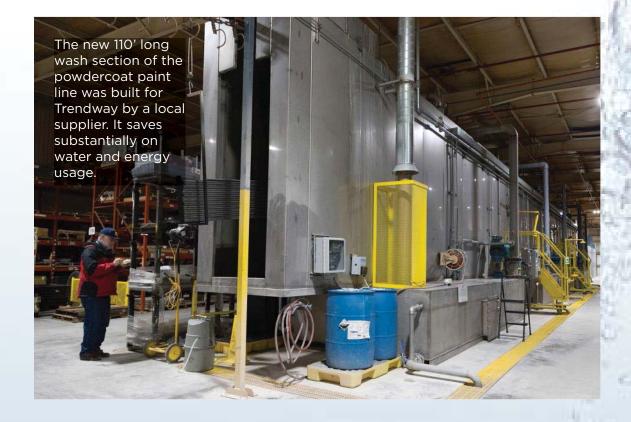
Taking part maintains our awareness of where we are and where we want to go in our journey towards sustainability. It also adds to the sum of knowledge towards understanding the state of our global environment.

Learn more about the CDP at www.cdp.net.

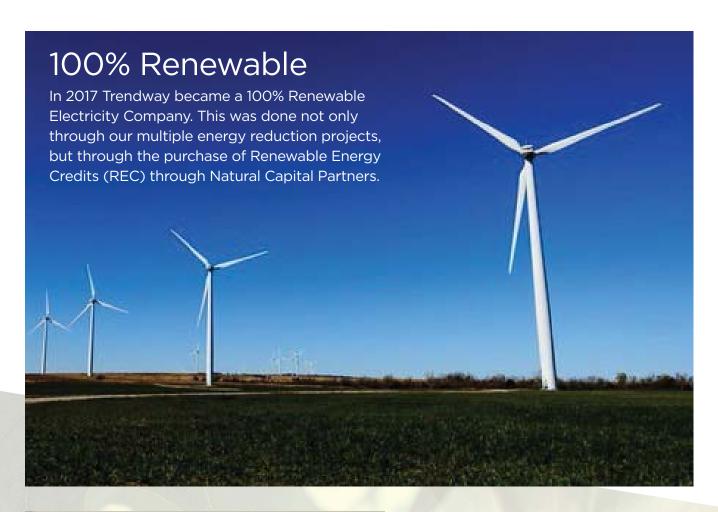
Water

In 2016 we invested in a complete replacement of our Paint Line wash system with a counterflow water recycling system which allows us to reuse water several times. This not only reduces water usage, but also sewerage and the heat energy required to bring cold water up to operating temperatures.

In 2017, we updated the pretreatment chemicals in our paint line washer to further reduce water and energy use as well as chemical overflow. We now produce higher quality products, with less waste.



Energy





Reducing Usage

We've invested in converting facility lighting to state-of-art LED technology, which has reduced energy use while providing superior illumination that supports manufacturing quality and enhances employee safety.

Additional equipment upgrades and energy reduction projects in 2017 have further reduced our electrical energy consumption by more than 15% compared to the previous 6 year average.

Access to natural light helps offset the need for artificial lighting in our manufacturing facility

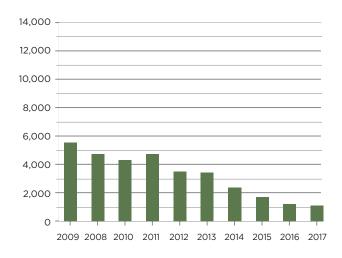
Emissions and Hazardous Waste

Our low level of VOC and HAPs emissions are extremely low. Trendway is now designated a hazardous waste "Conditionally Exempt Small Quantity Generator" (CESQG) — the best rating a manufacturer like us can achieve. We continue to review and revise our processes and materials to reduce harmful emissions of every kind.

- For VOCs alone, we've been able to reduce emissions by more than 60% since 2008.
- Our efforts to eliminate hazardous waste through adoption of safer materials have paid off in a reduction of more than 85%.
- New chemistry for our paint wash line has completely eliminated phosphate in the wash water.
- We converted to all water-based glues for use in our processes, to further reduce our already low VOC emissions.

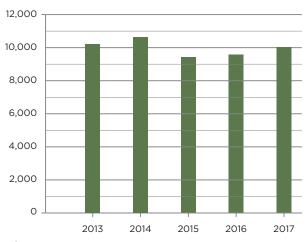
Total VOC Emissions

Pounds per Year

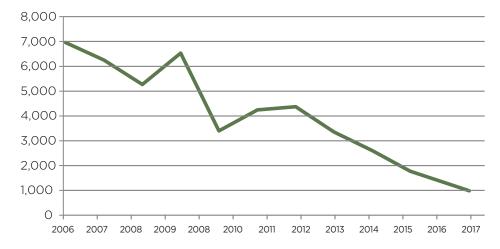


Company Total GHG Emissions*

Tons per Year CO₂ Equivalents



* Total Scope 1, 2 and 3 GHG emissions as defined by the current GRI standard. 2017 emissions estimated.



Hazardous Waste Pounds per Year

We keep pursuing our goal of reducing or eliminating all sources of hazardous waste in our processes. Conversion to water-based glues was one of the many ways we did it, and allowed us to achieve our designation to CESQG (Conditionally Exempt Small Quantity Generator) status from the EPA.

Employment and Benefits



Join the Family... that's how most of us feel about the Trendway team. Trendway believes that a company's success is rooted in the overall health, safety and financial wellbeing of every team member and their families.

We take pride in building beautiful products that create better places for people to work and enjoy. We're committed to delivering them in a better way – with remarkable quality, speed and ease.



Personal/Career Development

Instead of conventional performance reviews that label people with a 1 to 5 number rating, we practice an innovative approach called Catalytic Coaching. This process focuses forward instead of backward, identifying each person's strengths, challenges and aspirations and working pro-actively to help them reach their goals. We seek to support growth and provide the means to achieve it.

An Annual Tuition Reimbursement Program is available to assist those who wish to continue their education to support professional growth.





Employment and Benefits

Competitive Wages and Benefits

Trendway offers a competitive package of wages and benefits including insurance, holidays, vacation, 401k, tuition reimbursement and profit sharing.

Employee Ownership

Trendway is an Employee Stock Ownership Plan (ESOP) company. Employees are 25% owners of the company. Each of us gains financial rewards based on the company's success to assist with our retirement goals. As part owners, we all share a fiscal concern in creating an exceptional experience for our stakeholders.

Retirement Planning

In addition to the ESOP, we have support and resources to prepare our team members for the future.

With a 94% participation rate, our investment advisors call our 401K program "Best in Class".

Trendway offers matching funds for participants.

We also provide financial Wellness classes, informational sessions and support resources related to retirement planning.







Wellness Training and Education



Winner of 2017 Wellness Award for Michigan Companies

The National Association for Business Resources has named Trendway Corporation a winner in their annual "Michigan's 2017 Best and Brightest in Wellness®" program.

The Best and Brightest in Wellness celebrates companies that are making their businesses healthy, the lives of their employees better and the community a healthier to place to live.





Participation in our Wellness Program has paid off with improvements in blood sugar and cholesterol levels for the team.

Each employee is invited to participate in a very extensive Wellness Program including classes in health and nutrition, financial wellness and diversity. Everyone is encouraged to join team challenges throughout the year — and our rate of participation is outstanding. We reward Wellness participation with many incentives and reduced insurance premiums. Best of all, everybody has a great time!

Safety

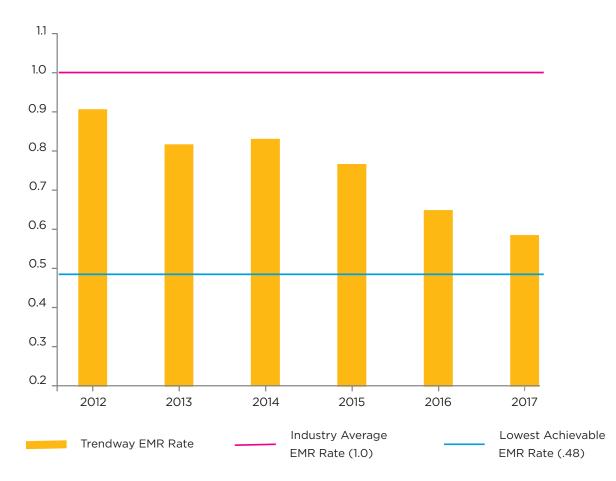
Trendway's culture of safety strives to improve our incident rate towards our ultimate goal of zero. It's already below the current industry average.

Safety Incident Rate per 100 Employees



Experience Modification Rate

Experience Modification Rate (EMR) has strong impact upon a business. It is a number used by insurance companies to gauge both past cost of injuries and future chances of risk.



Safety



Our team of citizen Safety Agents is made up of people from across the organization.

Fork Lift Driver of the Year

Every year, we honor the fork lift driver voted to have the best record of safety, courtesy, accuracy and skill. It's one of our programs that reward and encourage safety.

The 2017 trophy was awarded to Amanda Willis for her outstanding performance. Amanda's dedication to quality, safety and continuous improvement has made her a role model for the Trendway team

Congratulations, Amanda!







Values

Trendway people have a caring commitment to help our world be a better place. We design and build great products, but more important, we build relationships of trust with customers, our community and each other. This means prioritizing the safety, health and total wellness of our team, our neighbors and the world community.

We seek to provide a safe, dependable place of employment through sound management. We've established Covenants of Behavior that reflect our values, and hold our suppliers to a Supplier Code of Conduct. We give back to the community year-round with charitable outreach, and participate in projects that will improve our environment.

Covenants of Behavior

We strive to build an environment of trust, respect, and commitment for our people where each individual can thrive. To guide that effort, we adhere to Trendway's Covenants of Behavior.

We mutually commit to treating each other in a Respectful, Responsive and Reliable manner.

- 1. Display social courtesy
- 2. Respect confidentiality
- 3. Respect
- 4. Display commitment (responsiveness, timely communication)
- 5. Trust
- 6. Commit to timely, direct and positive conflict resolution
- 7. Display a positive attitude
- 8. Be truthful
- 9. Be open to listening (seek to understand)
- 10. Support each other
- 11. Follow through on plan and commitment
- 12. Communicate effectively and quickly to appropriate people
- 13. Admit when you are wrong
- 14. Accept and support decisions
- 15. Provide others the opportunity to weigh in on decisions that impact them (Trust and transparency of actions)
- 16. No blame, focus forward
- 17. Treat all employees equally, respect and appreciate differences.
- 18. Create a challenging environment
- 19. Be congruent
- 20. HAVE FUN!



Diversity Policy

Trendway's policy includes the full and complete support of leadership, including our CEO and Chairman of the Board. Diversity in our workforce is highly valued and is everyone's responsibility to support equal opportunity for employment, development and advancement for those qualified.

Trendway is an Equal Employment Opportunity Employer. We will not take race, creed, color, national origin, sex, age, religion, disability, marital status, height, weight, veteran status, sexual orientation, gender identity or any other protected characteristic into consideration when we hire, transfer, promote, compensate, provide benefits, train, and engage in any other employment practices.

Supplier Code of Conduct

Trendway Corporation is committed to operating its business in a socially, legally, and environmentally responsible manner. To support this commitment, Trendway has developed a list of requirements for its supply base. In order to do business with Trendway, suppliers are expected to, at a minimum, meet the requirements of this Supplier Code of Conduct.

Laws and Regulations

Suppliers must comply with all applicable laws and regulations of the countries in which they operate.

Labor Practices | Suppliers shall provide their workers a safe working environment. This includes, but is not limited to:

Child Labor — suppliers shall comply with local minimum age laws.

Harassment — workers shall not be subject to harassment, intimidation, or forced labor.

Minimum wage — suppliers shall comply with local minimum wage and overtime laws.

Safety — suppliers shall provide a working environment that meets, at a minimum, local health and safety regulations.

Discrimination — supplier shall not discriminate on the basis of gender, race, sex, religion, age or any other basis prohibited by local law.

Ethical Practices | Suppliers are expected to operate its business to the highest standards of ethical behavior. Bribery, extortion, kickbacks, and other forms of unfair trade practices will not be tolerated.

Environmental Practices | Suppliers shall comply with all applicable environmental laws and regulations. Suppliers are expected to continually evaluate their process and minimize their environmental impact where prudent.

Customs Compliance | Suppliers shall comply with all applicable U.S. Custom regulations. Trendway is a Customs- Trade Partnership Against Terrorism (C-TPAT) certified importer and requires that all applicable C-TPAT regulations be followed on international shipments where Trendway is the importer of record.

Giving Back to Our Community

We encourage our team's involvement and even contribute paid time to participate in community service projects, including Hope Lodge, our annual Cruise In Benefit and Angel Tree for foster children in Ottawa County. We even created a "Charities of Choice" program that lets team members apply on behalf of their favorite cause.

Benefit Cruise In

Every September since 2001, Trendway combines love of cars with love of giving at the Benefit Cruise. More than 500 vehicles turn out. A great time is had by all, and 100% of funds raised go to assist a local family in need











Blood Drives

Twice a year (or more if needed) Trendway hosts an American Red Cross Blood Drive.





Angel Tree

For 37 years, Trendway has sponsored the children in Ottawa County Foster care with our Angel Tree drive. In 2017, 78 of them who faced a bleak holiday received gifts and cheer from

the Trendway team. It's a favorite annual project. Gifts are personally chosen for each child based on their own wish list, hand wrapped and delivered in time for the holiday.

Highway Cleanup

Twice a year Trendway folks don their safety vests to clean up our adopted 3 miles of highway. We've been doing this for over 18 years, with over 1,000 hours of employee time, removing tons of debris.

In recognition, the State of Michigan Department of Environmental Quality recently named Trendway a Michigan Neighborhood Environmental Partner because of our continued support of community environmental quality.





PROJECTClarity

Project Clarity was created as a way for community members to improve the quality of Lake Macatawa and adjacent wetlands. As participants, we support cleanup, preventative actions and community education events.

About the Report

Trendway publishes a Corporate Sustainability Report annually, aligned with the GRI Guidelines.

This report is based on year-end data for 2017. The previous report was issued in April 2017, based on year-end data for 2016.

For questions about the report or its contents, contact the Trendway Marketing Department at 616-399-3900.

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Trendway>



Celebrating 50 years of building beautiful spaces for people to work, delivered with remarkable quality, speed and ease.

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Systems Furniture:

Capture®, Choices®

Excludes all wood veneer options

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage "Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters ¹. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan 1 parameters. Modeled as Workstation System

Registration # SCS-IAQ-02427

Valid from: November 1, 2019 to October 31, 2020





Hauly Wather Ham

Stanley Mathuram, PE, Vice President

2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCSglobal SERVICES

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Freestanding Workstations:

Choices®, Confer®, Height Adjustable Tables, Intrinsic®, Pack® Storage & Desking, Trig® The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters ¹. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan 1 parameters. Modeled as a Workstation System

Registration # SCS-IAQ-02271

Valid from: November 1, 2019 to October 31, 2020





Hausey Matha Kam

Stanley Mathuram, PE, Vice President

SCSglobal SERVICES

SCS Global Services 2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Seating:

Code®, Jet™, Live™, Live™ II, M11, Rexxi™, Series Y, Sketch™, Snap™, T51, Zego™ The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for seating¹ parameters and school classroom parameters.²

Modeled as Seating

² Modeled as Pupil Seating

Registration # SCS-IAQ-02976

Valid from: November 1, 2019 to October 31, 2020





Hauly Yatha Haw

Stanley Mathuram, PE, Vice President

2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCSglobal SERVICES

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Systems: Capture®, Choices®, Confer®, Contrada®, Intrinsic®, Pack® Storage & Desking, Trig® The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s): level® 2

Conforms to the ANSI/BIFMA e3-2014e Furniture Sustainability Standard

Registration # SCS-SCF-05276

Valid from: December 19, 2018 to December 31, 2021







SCS Global Services 2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA Stanley Mathuram, PE, Vice President



Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Movable Wall Systems:

Clear Wall®, TrendWall®, Volo®

Includes door and components

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 parameters.² Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for school -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the private office and (7.6.1) for Open Plan workstation

'Modeled as Wallcoverings

classroom parameters.

²Modeled as Individual Furniture Components

Registration # SCS-IAO-01588

Valid from: November 1, 2019 to October 31, 2020

SCSglobal SERVICES





Stauly Yether Ham

Stanley Mathuram, PE, Vice President SCS Global Services 2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Trendway Corporation

13467 Quincy Street, Holland, MI, United States

For the following product(s):

Architectural Products

Relocateable Walls:

Clear Wall®

TrendWall®

Volo®

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

level® 2

Conforms to the ANSI/BIFMA e3-2014e Furniture Sustainability Standard

Registration # SCS-SCF-03789

Valid from: December 19, 2018 to December 31, 2021



SCS Global Services 2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA Stanley Mathuram, PE, Vice President



G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Trendway Corporation prides itself on our goal of increasing our diversity programs, both from an employment standard and in our dealings with our external partners.

Attached is our company's Equal Opportunity statement, along with our Covenants of Behavior. Our EEO policy is our guide to diversity, and the Covenants of Behavior are part of the way we live our policy. As you can see, the Covenants of Behavior set a series of goals we operate under which foster of sense of inclusion for all the employees of Trendway, regardless of diverse backgrounds.

Most of our dealers nationwide are small businesses enterprises and 20-25% are classified as WBE, MBE, VOSB, SDVOSB or HubZone.

Trendway has a procurement policy to seek out diverse suppliers as part of our overall vendor base. It's our goal in Corporate Purchasing to increase our supplier diversity base and we meet with prospective vendors every day.

Currently, 20% of our overall expenditures annually for supplies and services are through a diverse supplier base, primarily SBE or MBE. It's part of our corporate goal to increase this percent annually.

Pricing is not effected.

EEO/Nondiscrimination

Thursday, December 7, 2017 9:47 AM

Trendway Corporation is committed to maintaining a work environment free from discriminatory harassment and unprofessional behavior.

All employees are responsible to assure that our workplace is free from harassment based on or as the result of an individual's race, color, national origin, age, religion, weight, height, disability, veteran status, marital status, sex, sexual orientation, gender identify or any other characteristic protected by law whether or not this behavior results in a violation of the 'law'. Any employee violating this policy will be subject to disciplinary action up to and including discharge.

Equal Employment Opportunity

Trendway's EEO policy includes the full and complete support of the Company, including its President & CEO and Chairman of the Board. (All of management is committed to providing and maintaining safe and healthful working condition.....Trendway is an Equal Employment Opportunity Employer. We will not take race, creed, color, national origin, sex, age, religion, disability (provided the employee is able to perform his/her essential job functions with or without reasonable accommodation), marital status, height, weight, veteran status, sexual orientation, gender identity or any other protected characteristic into consideration when we hire, transfer, promote, compensate, provide benefits, train, and engage in any other employment practices. Trendway managers and employees will comply with state and federal equal employment laws, rules, regulations and guidelines. Any employee that violates this policy will be subject to disciplinary action up to and including termination.

Trendway will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment including selection, job assignment, compensation, discipline, discharge, and access to benefits and training.

We will disseminate this policy to all employees and we will post this policy in various locations throughout our Quincy Street location.

Individuals who believe Trendway Corporation has discriminated against them may file a discrimination complaint with the Director of Human Resources, Barbara Witt. The EEO Representative has full authority to investigate, manage and remediate issues related to employment harassment and/or discrimination.

EEO Representative:

Barbara Witt 13467 Quincy Street Holland, MI 49422 Phone: 616-994-5344 bwitt@trendway.com



Trendway's Covenants of Behavior

We mutually commit to treating each other in a *Respectful, Responsive* and *Reliable* manner.

- 1 Display social courtesy
- 2 Respect confidentiality
- 3 Respect
- 4 Display commitment (responsiveness, timely communication)
- 5 Trust
- 6 Commit to timely, direct and positive conflict resolution
- 7 Display a positive attitude
- 8 Be truthful
- 9 Be open to listening (seek to understand)
- 10 Support each other
- 11 Follow through on plan and commitment
- 12 Communicate effectively and quickly to appropriate people
- 13 Admit when you are wrong
- 14 Accept and support decisions
- 15 Provide others the opportunity to weigh in on decisions that impact them (Trust and transparency of actions)
- 16 No blame, focus forward
- 17 Treat all employees equally, respect and appreciate differences.
- 18 Create a challenging environment
- 19 Be congruent
- 20 HAVE FUN!



Trendway Supplier Code of Conduct

Trendway Corporation is committed to operating its business in a socially, legally, and environmentally responsible manner. To support this commitment, Trendway has developed a list of requirements for its supply base. In order to do business with Trendway, suppliers are expected to, at a minimum, meet the requirements of this Supplier Code of Conduct.

Laws and Regulations

Suppliers must comply with all applicable laws and regulations of the countries in which they operate.

Labor Practices

Suppliers shall provide their workers a safe working environment. This includes, but is not limited to:

Child Labor - suppliers shall comply with local minimum age laws.

Harassment - workers shall not be subject to harassment, intimidation, or forced labor.

Minimum wage - suppliers shall comply with local minimum wage and overtime laws.

Safety - suppliers shall provide a working environment that meets, at a minimum, local health and safety regulations.

Discrimination - supplier shall not discriminate of the basis of gender, race, sex, religion, age or any other basis prohibited by local law.

Ethical Practices

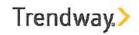
Suppliers are expected to operate its business to the highest standards of ethical behavior. Bribery, extortion, kickbacks, and other forms of unfair trade practices will not be tolerated.

Environmental Practices

Suppliers shall comply with all applicable environmental laws and regulations. Suppliers are expected to continually evaluate their process and minimize their environmental impact where prudent.

Customs Compliance

Suppliers shall comply with all applicable U.S. Custom regulations. Trendway is a Customs-Trade Partnership Against Terrorism (C-TPAT) certified importer and requires that all applicable C-TPAT regulations be followed on international shipments where Trendway is the importer of record.



H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Trendway Corporation does not hold any historically underutilized business certifications.

Most of our dealers nationwide are small businesses enterprises and 20-25% are classified as WBE, MBE, VOSB, SDVOSB or HubZone.

Currently, 20% of our overall expenditures annually for supplies and services are through a diverse supplier base, primarily SBE or MBE. It's part of our corporate goal to increase this percent annually.

I. Describe how supplier differentiates itself from its competitors.

While product is an important part of any furniture procurement, Trendway has always prided itself on our delivery and service. Customers have told us that furniture is typically a small part of their overall interiors budget, but tends to take up a disproportional amount of time and attention. Not so with Trendway. When you place an order with us, you can be assured it will be taken care of. In fact, several customers have told us we are their "peace of mind" vendor. In an industry which has been dominated by several large companies, we have managed consistent results every year by offering a service program larger companies don't always provide. We have always considered ourselves the "right size" company; big enough to manage large complex projects, which we do on a routine basis, but small enough to provide a level of care and attention not generally found in the larger manufacturers.

 J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

We have no current or past litigation, bankruptcy or reorganization.

- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - is not owned or operated by anyone who has been convicted of a felony;
 or
 - is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Trendway Corporation is not owned or operated by anyone who has been convicted of a felony

L. Describe any debarment or suspension actions taken against supplier

There have no debarment or suspension actions taken against Trendway Corporation.

3.3 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Trendway Corporation is a U.S. manufacturer of complete interior solutions including Architectural Walls, Systems Furniture, Casegoods, multi-use Tables and Seating.

Our Mission is to simplify the process of creating beautiful workspaces and deliver on time, every time.

All services are provided through our large network of authorized independent dealers, such as design, installation, project management, and consulting.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Even though the resulting contract will be between Trendway and Region 4 ESC/OMNIA Partners, Public Sector, the actual sales, serviced and distribution will be the function of our sales force and authorized dealers. We have dealers in virtually all areas of the country to promote the contract and service any agency need. The dealers, although independent businesses, are under the direct supervision of our Regional Sales Managers and will abide by the terms of both our dealer agreement and the specific Region 4 ESC/OMNIA Partners, Public Sector contractual terms.

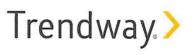
C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Region 4 ESC/OMNIA Partners, Public Sector agencies will receive the contract pricing directly from Trendway. We envision this contract being held directly with Region 4 ESC/OMNIA Partners, Public Sector with our dealers acting as the front line sales and service organization to Region 4 ESC/OMNIA Partners, Public Sector agencies. Contractual information (pricing, terms, etc.) is maintained at Trendway, which is available to our dealer through our internal web site, www.trendealer.com and through e-mail "blasts" to our dealers as well as general information exchange with our sales force.

Dealer Name	Dealer City	Dealer State	Dealer Zip
KATHERINE W ANDERSON	TUSCALOOSA	AL	35405
KYLE OFFICE SOLUTIONS	TUSCALOOSA	AL	35403
OFFICE ENVIRONMENTS INC	BIRMINGHAM	AL	35203
SPUR PLANTATION, LLC	MONTGOMERY	AL	36117
CONSTRUCTION AND INTERIOR SOLUTIONS, LLC	LITTLE ROCK	AR	72210
AFFORDABLE BUSINESS INTERIORS CORP	PHOENIX	AZ	85040
AWE CORPORATE INTERIORS	PHOENIX	AZ	85014
COMMERCIAL OFFICE RESOURCE ENVIRONMENTS, LLC	TUCSON	AZ	85705
CORPORATE INTERIOR SYSTEMS	PHOENIX	AZ	85040
CREATE YOUR SPACE WITH CLASS, LLC	MARANA	AZ	85658
INTERIOR SOLUTIONS OF ARIZONA, LLC	PHOENIX	AZ	85040
OPACS, INC	MESA	AZ	85274
2010 OFFICE FURNITURE	SOUTH EL MONTE	CA	91733
AAA BUSINESS SUPPLIES	SAN FRANCISCO	CA	94124
AGUILA OFFICE SOLUTIONS	BALDWIN PARK	CA	91706
ANACAPA OFFICE FURNITURE & DESIGN	OXNARD	CA	93030
B + C FURNITURE SOLUTIONS	SAN DIEGO	CA	92101
BETH HAKES INTERIORS INC	LA CRESCENTA	CA	91214
BUILDING BLOCK INTERIORS	DANVILLE	CA	94506
BURKETTS OFFICE FURNISHINGS	SACRAMENTO	CA	95828
BUSINESS OFFICE OUTFITTER	SAN DIEGO	CA	92142
CODESIGN, LLC	EMERYVILLE	CA	94608
COMMERCIAL OFFICE INTERIORS	SAN JOSE	CA	95131
COMPLETE OFFICE OF CALIFORNIA, INC	CERRITOS	CA	90703
CORPORATE MODULAR SERVICE	ORANGE	CA	92868
CRIDER CONTRACT INTERIORS	FULLERTON	CA	92835
CROSLEY RESOURCE GROUP	BAKERSFIELD	CA	93301
D & R OFFICE WORKS, INC	EL MONTE	CA	91731
DESIGNWORKPLACE, INC	SYLMAR	CA	91342
FACILITY SERV R T PUTMAN	NEWPORT BEACH	CA	92660
FMI OFFICE SPACE DEVELOPMENT, LLC	COMMERCE	CA	90040
GMANFREDO DESIGN, INC	FRESNO	CA	93722
GOVERNMENT BUSINESS INTERIORS, LLC	REDLANDS	CA	92373
INTERIOR MOTIONS	EMERYVILLE	CA	94608
INTERIOR OFFICE SYSTEMS	THOUSAND OAKS	CA	91360
INTERIOR SPACES CORP	SACRAMENTO	CA	95834
LANDESIGN, INC	FALLBROOK	CA	92028
MARGARET C. PETT, INC	ALTADENA	CA	91001
MB CONTRACT FURNITURE INC	CONCORD	CA	94520
METEOR EDUCATION, LLC	SACRAMENTO	CA	95834
MICHAEL E POWERS & ASSOC	AZUZA	CA	91702
MILES TREASTER & ASSOCIATES	SACRAMENTO	CA	95811
MODULAR SYSTEMS NETWORK INC	EL CAJON	CA	92021-1935
OFFICE CHAIR CITY INC	SAN MATEO	CA	94403
OFFICE DESIGN GROUP	IRVINE	CA	92618
PACIFIC OFFICE DESIGNS	SAN JOSE	CA	95112



Dealer Name	Dealer City	Dealer State	Dealer Zip
PAXTON INDUSTRIES	RAMONA	CA	92065
RAL INVESTMENT CORP	SAN DIEGO	CA	92131
ROCOVITZ, INC.	ANAHEIM	CA	92806
SEATS AND STATIONS CONSULTING CORPORATION	ROSEVILLE	CA	95747
SHERMAN DESIGN GROUP, INC	LONG BEACH	CA	90807
SLM CONTRACT FURNITURE	SAN DIEGO	CA	92117
THE THURMAN GROUP, INC	TUSTIN	CA	92780
TROWBRIDGE ENTERPRISES	SANTA CRUZ	CA	95065
VERTEX BUSINESS INTERIORS	TUSTIN	CA	92780
WEST COAST ERGONOMIC DESIGN	VISTA	CA	92084
WOODY'S HOME, LLC	PASADENA	CA	91101
WORKPLACE SOLUTIONS LLC	ANAHEIM	CA	92807
BLUE SKIES FURNITURE LLC	COLORADO SPRING	со	80903
BOTTOM LINE DESIGN LLC	BOULDER	со	80301
CONTRACT FURNISHINGS, INC	DENVER	со	80205
CORPORATE SOURCE OF CO	DENVER	со	80202
INTELLIGENT COMMERCIAL ENVIRONMENTS, INC	GREENWOOD VLLGE	со	80111
JORDY - CARTER INC	DENVER	со	80210
MERCHANTS OFFICE FURNITURE	DENVER	со	80205
OUTBACK OFFICE INC	EVERGREEN	со	80439
PROSPACE INTERIORS, INC	DELTA	со	81416
SOURCE MANAGEMENT, INC	GOLDEN	со	80403
CORPORATE OFFICE SPECIALISTS	WEST HARTFORD	СТ	6107
DR CONSULTANTS, LLC	WEST SIMSBURY	СТ	6092
EXECUTIVE SUITES LLC	BRIDGEPORT	СТ	6610
INFINITY OFFICE INTERIOR	HARTFORD	СТ	6103
INSALCO CORP	WALLINGFORD	СТ	6492
OFFICE CONCEPTS, LLC	NEWINGTON	СТ	6111
MDM OFFICE SYSTEMS, INC.	WASHINGTON	DC	20011
BUSINESS INTERIORS LLC	HOCKESSIN	DE	19707
DELAWARE SCHOOL & OFFICE	WILMINGTON	DE	19808
A TO Z FURNISHINGS, INC	PENSACOLA	FL	32505
ACCENT OFFICE INTERIORS	TALLAHASSEE	FL	32308
AOE OF FLORIDA, INC	LAKE MARY	FL	32746
APRICOT OFFICE INTERIORS	MIAMI GARDENS	FL	33169
BEAUX ARTS INSTALLATION GROUP OF FLORIDA, INC	TAMPA	FL	33602
BERWIN, INC	MIRAMAR	FL	33025
COMMERCIAL DESIGN SERVICE	ТАМРА	FL	33634
CONTRACT FURNITURE INC	TAMPA	FL	33605
CREATIVE OFFICE SOLUTIONS & MORE, INC	NORTH MIAMI	FL	33161
DESIGNERS WEST INTERIORS	ORLANDO	FL	32809
EFFICIENT BUSINESS DESIGN INC	HOLLYWOOD	FL	33019
ERNIE MORRIS ENTERPRISES	BUSHNELL	FL	33513
FSI CONSOLIDATED INC	JACKSONVILLE	FL	32255-1630
FURNITURE SOLUTIONS INC	LAKE WORTH	FL	33454-0891
GCF ACQUISITION LLC	WELLINGTON	FL	33414



Dealer Name	Dealer City	Dealer State	Dealer Zip
INTERIOR FUSION LLC	LARGO	FL	33773
MISTER PAPER INC	GAINESVILLE	FL	32627
MODULAR OFFICE ENVIRONMENTS	OAKLAND PARK	FL	33311
PERERS ENTERPRISES INC	MELBOURNE	FL	32901
PRADERE MANUFACTURING	HIALEAH	FL	33014
STUDIO 71 OFFICE FURNISH	JACKSONVILLE	FL	32217
YOUR OFFICE, INC	WILTON MANORS	FL	33311
5 STAR OFFICE FURNITURE	AVONDALE ESTATE	GA	30002
AUGUSTA BUSINESS INTERIORS	AUGUSTA	GA	30909
BUSINESS OFFICE ENVIRONMENTS	ATLANTA	GA	30326
CONTRACT BUSINESS INTERIORS INC	EAST POINT	GA	30344
DEKALB OFFICE ENVIRONMENT	ALPHARETTA	GA	30004
DETAILS, LLC	CUMMING	GA	30041
DISPATCH FURNITURE INSTALLATION, INC	TYRONE	GA	30290
DIVERSIFIED RESOURCE GROUP	NORCROSS	GA	30071
FENS ASSOCIATES, LLC	ALPHARETTA	GA	30005
GF HEALTH PRODUCTS, INC	ATLANTA	GA	30360
HA OFFICE 515, INC	LITHONIA	GA	30058
IMPACT OFFICE INTERIORS	GRIFFIN	GA	30224
MCWATERS INC	AUGUSTA	GA	30909
MODERN BUSINESS EQUIPMENT	AUGUSTA	GA	30901
OFFICE DESIGN SOLUTIONS	MCDONOUGH	GA	30252
OFFICE INTERIORS, INC.	ATLANTA	GA	30303
OFFICE SERVICES	SAVANNAH	GA	31415
RICHARD HUNTER INC	DOUGLASVILLE	GA	30135
VIP OFFICE FURN & SUPPLY	HINESVILLE	GA	31313
CANDACE CAMP	HONOLULU	н	96822
LANGIT PACIFIC, LLC	HONOLULU	н	96825
BEIRMAN FURNITURE	URBANDALE	IA	50322
SAXTON INC., DESIGN GROUP	CEDAR RAPIDS	IA	52401-2010
SHAH INDUSTRIAL SALES INC	PANORA	IA	50216
BUSINESS INTERIORS BY STAPLES	LOMBARD	IL	60148
BUSINESS OFFICE INTERIORS	NAPERVILLE	IL	60563-9303
HENRICKSEN CO INC	ITASCA	IL	60143
INC OFFICE INTERIORS	BENSENVILLE	IL	60106
IKM DESIGNS, INC	SKOKIE	IL	60076
KDI DESIGN INC	GENEVA	IL	60134
KROSTRAC LINING GROUP INC	CHICAGO	IL	60642
AN MARKETING LTD	BARRINGTON	IL	60010
MIDWEST OFFICE INTERIORS	WOODRIDGE	IL	60517
OFFICE REVOLUTION, LLC	BANNOCKBURN	IL	60015
OFFICE SPACE INC	OAK PARK	IL	60301
RESOURCE ONE	SPRINGFIELD	IL	62701
DDV OFFICE SYSTEMS LLC	DOWNERS GROVE	IL	60515
SITERLET DESIGN & ARCHITECTURE	GODFREY	IL	62035
THE OFFICE CONNECTION LLC	CHICAGO	IL	60612



Dealer Name	Dealer City	Dealer State	Dealer Zip
WAREHOUSE DIRECT INC	DES PLAINES	IL	60018
WIDMER INC	PEORIA	IL	61615
WORKSPACE INTERIORS BY OFFICE DEPOT	LOMBARD	IL	60148
BASSETT OFFICE FURNITURE	AUBURN	IN	46706
BETA GRAPHICS	INDIANAPOLIS	IN	46250
BRYTON OFFICE CORPORATION	INDIANAPOLIS	IN	46268-1136
BUSINESS FURNITURE SPECIALISTS	EVANSVILLE	IN	47715
COMMERCIAL WORKS	INDIANAPOLIS	IN	46241
COMPLETE OFFICE SUPPLY	INDIANAPOLIS	IN	46250
FINELINE LAMINATES INC	INDIANAPOLIS	IN	46268
LAFAYETTE MATERIALS MANAGEMENT	LAFAYETTE	IN	47903-6187
MCSHANE'S, INC	CHESTERTON	IN	46304
MITSCH DESIGN, INC	CARMEL	IN	46032
NICOLE KENEFIC DESIGN LLC	FORT WAYNE	IN	46809
OFFICEWORKS SERVICES LLC	FISHERS	IN	46037-7940
READY2GO OFFICE FURNITURE	INDIANAPOLIS	IN	46219
BENSON METHOD, LLC	OVERLAND PARK	KS	66204
CONTRACT MERCHANDISING SPECIALISTS INC	LENEXA	KS	66215
DANIKSCO OFFICE INTERIORS	WICHITA	KS	67219
IMPACT, LLC	KANSAS CITY	KS	66106
SCHWERDT CONTRACT INT	ТОРЕКА	KS	66614
SPACES INC	LENEXA	KS	66215
CORPORATE CONCEPTS	LEXINGTON	KY	40509
KERR OFFICE GROUP INC	ELIZABETHTOWN	KY	42701
MUNSON BUSINESS INTERIORS	LOUISVILLE	KY	40206
NEW HORIZONS INTERIORS	LOUISVILLE	KY	40213
INNOVANCE, INC	PRAIREVILLE	LA	70769
INNOVATIVE INTELLIGENT DESIGN INC.	LAFAYETTE	LA	70501
BERKSHIRE BUSINESS EQUIPMENT	PITTSFIELD	MA	01201-3807
CONTE OFFICE INTERIORS	GREENFIELD	MA	1301
CREATIVE OFFICE INTERIOR	BOSTON	MA	2210
LABORATORY INTERIORS	PEABODY	МА	01961-3478
OFFICE RESOURCES	BOSTON	MA	2210
ROI, REFURBISHED OFFICE INTERIORS	FITCHBURG	MA	1420
WB MASON CO	BROCKTON	MA	2403
AGILE OFFICE LLC	GREENBELT	MD	20770
AMERICAN DESIGN ASSOCIATE	BALTIMORE	MD	21234
AMERICAN OFFICE ARCHITECTURAL WALLS, INC	BALTIMORE	MD	21202
CORPORATE ENVIRONMENT SOLUTIONS	FOREST HILL	MD	21050
D & A ASSOCIATES INC	ROCKVILLE	MD	20853-1709
EDWARDS & HILL COMMUNICATIONS, LLC	ANNAPOLIS JNCTN	MD	20701
ENTERPRISE FURNITURE CONSULTANTS	BALTIMORE	MD	21202
GSN OFFICE FURNITURE	PRINCE FREDERIC	MD	20678
MPACT OFFICE PRODUCTS	BELTSVILLE	MD	20705
NTERIOR CONNECTIONS	ELDERSBERG	MD	21784
NTERIORS BY DESIGN, LLC	ADAMSTOWN	MD	21710



Dealer Name	Dealer City	Dealer State	Dealer Zip
OFFICE FURNITURE CONNECTION	GAMBRILLS	MD	21054
PBI INC	ANNAPOLIS	MD	21401
QWRK COLLECTIVE ENVIRONMENTS, LLC	BALTIMORE	MD	21218
RUDOLPH'S OFFICE AND COMPUTER SUPPLY INC	ELKRIDGE	MD	21075
SPACESAVER SYSTEMS, INC	KENSINGTON	MD	20895
WASHINGTON OFFICE INTERIORS, LLC	SILVER SPRING	MD	20896
WURK SPACE SOLUTIONS	BALTIMORE	MD	21224
BALCO INTERIORS	NOVI	МІ	48374
CATAPULT BUSINESS SERVICE	HOLLAND	MI	49424
CREATIVE OFFICE INTERIORS	ST CLAIR SHORES	мі	48081
DA CONTRACTING LLC	SOUTHFIELD	MI	48076
DETROIT PENCIL COMPANY	TROY	МІ	48084
EVIEW 360 CORPORATION	FARMINGTON HILL	МІ	48331
GARDINER C VOSE	BLOOMFIELD HILL	мі	48302
GLOBAL OFFICE SOLUTIONS	NOVI	МІ	48375
GREAT LAKES FURNITURE	HOLLAND	МІ	49423
HEALTH BY DESIGN	ROCHESTER	МІ	48309
INTEGRITY BUSINESS SOLUTIONS	GRAND RAPIDS	МІ	49512
INTERIOR IMAGE INC	NOVI	МІ	48377
KENTWOOD OFFICE FURNITURE	GRAND RAPIDS	МІ	49512
LIBRARY DESIGN ASSOCIATES	PLYMOUTH	МІ	48170-2213
MARXMODA INC	DETROIT	МІ	48226
METRY INTERIORS	GROSSE POINTE	MI	48230
MODERN INTERIORS INC	COOPERSVILLE	МІ	49404
MULDER'S MOVING & STORAGE	KALAMAZOO	MI	49004
NATIONAL OFFICE PRODUCTS & PRINTING	SAULT ST MARIE	МІ	49783
OFFICE DESIGN & FURNISHNG	YPSILANTI	МІ	48197
OFFICE EXPRESS U.P. INC.	HOUGHTON	МІ	49931
OFFICE EXPRESS, INC	TROY	МІ	48083
OFFICE FURNITURE SOLUTIONS INC	COMMERCE TWP	МІ	48390
OFFICE SOLUTIONS INC	KALAMAZOO	МІ	49001
PCI INDUSTRIES INC	OAK PARK	МІ	48237
RIGHTSIZE FACILITY PERFORMANCE OF MI, LLC	SOUTHFIELD	МІ	48033
TAYLOR OFFICE FURNITURE	FRUITPORT	МІ	49415
THE OFFICE CONNECTION	FARMINGTON HILL	МІ	48331
TRELLIS PARTNERS, LLC	GRAND RAPIDS	MI	49503
WEST MICHIGAN OFFICE INTERIORS	HOLLAND	MI	49423
WOLVERINE COMMERCIAL FURNISHINGS, INC	ANN ARBOR	МІ	48108
BECKLEY'S INC	ROCHESTER	MN	55904
SPACE FURNITURE, INC	MINNEAPOLIS	MN	55405
INNOVATIVE OFFICE SOLUTIONS LLC	BURNSVILLE	MN	55337
MICHAEL F HARRIS	SPRING LAKE PK	MN	55432
ODYSSEY COMMERCIAL INTERIORS INC.	FRIDLEY	MN	55432
TURN KEY SOLUTIONS INC	STILLWATER	MN	55082
AFFORDABLE OFFICE INTERIORS	ST LOUIS	мо	63103
BRADFORD SYSTEMS GROUP	FENTON	мо	63026



Dealer Name	Dealer City	Dealer State	Dealer Zip
CBD GROUP INC	KANSAS CITY	мо	64108
COMMERCIAL CONCEPTS & FURNISHINGS	INDEPENDENCE	мо	64055
EVANS FACILITY CONSULTANT	WEBSTER GROVES	мо	63119
GREAT JOURNEY WEST LLC	SAINT CHARLES	мо	63303
HEENAN CONSTRUCTION LLC	CROCKER	мо	65452
INDOFF, INC	ST.LOUIS	мо	63146
NEW PARADIGM INTERIORS	FENTON	мо	63026
BUSINESS FURNITURE SOLUTIONS	FLOWOOD	MS	39232
MAINSPACE OFFICE SOLUTION, LLC	HATTIESBURG	MS	39402
ARABELLA DEOLINDA, LLC	CHARLOTTE	NC	28273
FORMS & SUPPLY INC	CHARLOTTE	NC	28256-3953
FURNITURE NETWORK, INC.	CHARLOTTE	NC	28277-8851
GAIA VENTURES, LLC	CHARLOTTE	NC	28203
HICAPS, INC	GREENSBORO	NC	27409
JERRY GRONSKE & ASSOC	CHARLOTTE	NC	28211
KOTERO DESIGN, LLC	CARY	NC	27513
LEARNING ENVIRONMENTS INC	LIBERTY	NC	27298-1127
SIMMONS OFFICE INTERIORS	GREENSBORO	NC	27404
TALU, LLC	APEX	NC	27502
TRIANGLE OFFICE EQUIPMENT	CHAPEL HILL	NC	27514
WEST JEFFERSON OFFICE EQUIPMENT	BOONE	NC	28607
BOLD OFFICE SOLUTIONS LLC	ОМАНА	NE	68117
EAKES INC	GRAND ISLAND	NE	68802-2098
FLATWATER SOLUTIONS	BELLEVUE	NE	68005
NEW GENERATION CONSTRUCTION	LINCOLN	NE	68508
SAWYER CONTRACT INTERIORS, INC	SEABROOK	NH	3874
ARBEE ASSOCIATES	PISCATAWAY	NJ	8854
ARD FACILITIES MANAGEMENT GROUP	BRANCHBURG	NJ	8876
ARENSON OFFICE FURNISHINGS	WOODBRIDGE	NJ	7095
AWESOME OFFICE INTERIORS	LAKE HOPATCONG	NJ	7849
CMF BUSINESS SUPPLIES INC	S PLAINFIELD	NJ	7080
CONTEMPORARY WALL SYSTEMS	EAST HANOVER	NJ	7936
CREATIVE LIBRARY CONCEPTS	MANALAPAN	ИJ	7726
DIVERSIFIED OFFICE SOLUTIONS, INC	PARLIN	NJ	08859-1606
EJ SCHUSTER DISCOUNT OFFICE FURNITURE, INC	LAKEWOOD	NJ	8701
FURNISHINGS SOLUTION	TITUSVILLE	ИJ	8560
GENERAL OFFICE INTERIORS	WESTFIELD	ИJ	7090
MAGE OFFICE ENVIRONMENTS	MOUNTAINSIDE	NJ	7092
NNOVATIVE COMMERCIAL INTERIORS, INC	WEST TRENTON	NJ	8628
C OFFICE CONSULTANTS	SOMERVILLE	NJ	8876
OHNSON BUSINESS PRODUCTS	MIDLAND PARK	NJ	7432
SD OFFICE FURNITURE LL	BRIDGEWATER	ИЛ	8807
NATIONAL PROJECT GROUP	CHERRY HILL	NJ	8003
OFFICE PROJECT SOLUTIONS	PALMYRA	NJ	8065
HERUTE, LLC	HAMILTON	ИЛ	8961
SOURCE ONE FURNITURE LLC	CHERRY HILL	NJ	8003



Dealer Name	Dealer City	Dealer State	Dealer Zip
THE WOREK COMPANY INC	TRENTON	NJ	8605
TRI-R INCORPORATED	HAINESPORT	NJ	8036
YBA BUSINESS INTERIORS, LLC	NEWTON	NJ	7860
JASON S. BAUDER	ALBUQUERQUE	NM	87109
KIRKPATRICK & ASSOCIATES, INC	ALBUQUERQUE	NM	87113
WORKSPACE DYNAMICS, INC	ALBUQUERQUE	NM	87110
AAA OFFICE WORLD	BROOKLYN	NY	11205
B.I.L. OFFICE FURNITURE INC	MIDDLEVILLAGE	NY	11379
CREATIVE OFFICE SYSTEMS OF NEW YORK, INC	CLIFTON PARK	NY	12065
DAUBMAN OFFICE ENVIRONMENTS	POUGHKEEPSIE	NY	12603
EATON OFFICE SUPPLY CO.	AMHERST	NY	14228
ECOTECH OFFICE ENVIRONMENTS	BUFFALO	NY	14207
ELLIOTT INTERIORS, LLC	GOSHEN	NY	10924
EMPIRE OFFICE, INC	NEW YORK	NY	10022
FURNITURE CONSULTANTS INC	NEW YORK	NY	10018
K & R DESIGN ENTERPRISES	EAST SETAUKET	NY	11733
LANE OFFICE FURNITURE INC	NEW YORK	NY	10018
LANGIT & ASSOCIATES INC	WALDEN	NY	12586
NI SYSTEMS INC	BRONXVILLE	NY	10708
RIGHT PRICE COMPANIES INC	SYRACUSE	NY	13205
STONEHILL SALES & SERVICE	MIDDLETOWN	NY	10940
SUSTAINABLE OFC SOLUTIONS	LIVERPOOL	NY	13088
SYRACUSE OFFICE EQUIPMENT	SYRACUSE	NY	13202
WALDNER'S BUSINESS ENVIRONMENTS, INC	FARMINGDALE	NY	11735
WITH COMPANY	CINCINNATI	ОН	45241
APG OFFICE FURNISHINGS	CINCINNATI	ОН	45246-3842
CONTRACT SOURCE INC	BROADVIEW HGTS	ОН	44147
ONI VENTURES, INC	DAYTON	он	45439
OSEPH SYLVESTER CONSTRUCTION CO INC.	YOUNGSTOWN	он	44512
(AVANAUGH'S INC	SPRINGFIELD	ОН	45503
IBRARY DESIGN ASSOCIATES INC	POWELL	ОН	43065
OTH, INC	COLUMBUS	ОН	43215
MCNERNEY & SON, INC	TOLEDO	он	43604
DFFICE ONE FURNITURE & SERVICES INC	VALLEY VIEW	ОН	44125
DFFICE REVOLUTION II, LLC	COLUMBUS	ОН	43215
DHIO DESK	CLEVELAND	ОН	44115-1292
PACE & ASSET MANAGEMENT	DAYTON	он	45414
NTERIOR LOGISTICS	TULSA	ОК	74105
VORKSPACE SOLUTIONS, INC	OKLAHOMA CITY	ОК	73121
0 & B COMPANY INC	PORTLAND	OR	97214
IW OFFICE INTERIORS, LLC	MILWAUKIE	OR	97222
DVANCED OFFICE ENVIRON	MALVERN	PA	19355
LPHA OMEGA SHELVING, INC	CARNEGIE	PA	15106
MP BUSINESS INTERIORS INC	YARDLEY	PA	19067
MC, INC	SCRANTON	PA	18509
GRONLUND INC	NORTH WALES	PA	19454



Dealer Name	Dealer City	Dealer State	Dealer Zip
INTEGRATED ENVIRONMENTS	WEST CHESTER	PA	19380-5934
INTERIOR WORKPLACE SOLUTIONS, LLC.	ALLENTOWN	PA	18106
MCM CONSULTANTS	SHARON HILL	PA	19079
POMERANTZ ACQUISITION CRP	PHILADELPHIA	PA	19109-1094
SIMON FOX AND COMPANY	PLYMOUTH MEETIN	PA	19462
SPECTRUM	PHOENIXVILLE	PA	19460
SYSTEMS PLUS OFFICE SERVICE, INC.	STEELTON	PA	17113
WESTMORELAND TELEPHONE CO	GREENSBURG	PA	15601
XOTIVE FACILITY SOLUTIONS	MEDIA	PA	19063
D'REAL OFFICE & DESIGN	GUAYNABO	PR	00969-5375
FE-RI CONSTRUCTION, INC	SAN JUAN	PR	00936-3136
BEEHIVE, LLC	CHARLESTON	sc	29422
BETTER OFFICE SUPPLY SOLUTIONS, LLC	WEST UNION	sc	29696
CORPORATE CONCEPTS, INC.	COLUMBIA	sc	29201
QUALITY OFFICE PRODUCTS	GREENVILLE	sc	29608
YOUNG OFFICE ENVIRONMENTS	GREENVILLE	sc	29607
OFFICE PEEPS INC.	WATERTOWN	SD	57201-0907
A & W SUPPLY, INC	KNOXVILLE	TN	37932
COMMERCIAL FURNITURE SOLUTIONS	KNOXVILLE	TN	37939
CONTRACT FURNITURE ALLIANCE	KNOXVILLE	TN	37932
OFFICE FURNITURE WAREHOUSE LLC	CHATTANOOGA	TN	37406
SPACES GROUP LLC	CORDOVA	TN	38018
AGILE INTERIORS	HOUSTON	TX	77024
ANTARES FURNITURE GROUP	EMORY	TX	75440
B & H TOTAL OFFICE SOLUTIONS	SOUTHLAKE	TX	76092
CAPITAL FURNITURE SOURCE	HOUSTON	TX	77041
CONTRACT FURNITURE SERVICES	CEDAR PARK	TX	78613
CREATIVE FURNISHING AND DESIGN	HOUSTON	TX	77043
EDSON NEIL INCORPORATED	FLOWER MOUND	TX	75027
EXCEPTIONAL INTERIOR DESIGN	MCALLEN	TX	78504
FACILITIES RESOURCE INC	AUSTIN	TX	78758
HERTZ FURNITURE SYSTEM	HOUSTON	TX	77022
INTELLIGENT INTERIORS INC	ADDISON	TX	75001
LE DREC INC	RICHARDSON	TX	75081
MONARCH OFFICE FURNITURE	COPPELL	TX	75019
NATIONAL PREMIER CHOICE INTERIORS, LLC	DALLAS	TX	75207
NELSON INTERIORS, LLC	SAN ANTONIO	TX	78238
WRG LLC	CARROLLTON	TX	75007-4648
CHASE ASSOCIATES, LLC	SALT LAKE CITY	UT	84111
NSIDE OUT OFFICE INTERIORS, LLC	SALT LAKE CITY	UT	84102
NTERIOR ALLIANCE	NORTH SALT LAKE	UT	84054
NEW OFFICE DESIGN, LLC	CEDAR CITY	UT	84721
OFFICE FURNITURE SOLUTIONS, LLC	HOLLADAY	UT	84121
ALPHA CORP DESIGNS INC	CHESAPEAKE	VA	23320
BALL OFFICE PRODUCTS LLC	RICHMOND	VA	23230
CREATIVE OFFICE ENVIRONMENTS OF RICHMOND, LLC	ASHLAND	VA	23005



Dealer Name	Dealer City	Dealer State	Dealer Zip
FSI OFFICE	CHESAPEAKE	VA	23323
HAMPTON STATIONERY	HAMPTON	VA	23669
HARVESTTIME OFFICE FURNITURE, LLC	SUFFOLK	VA	23435
HILDRETH ENTERPRISES LLC	RESTON	VA	20191
INTERIORS BY GUERNSEY LLC	CHANTILLY	VA	20151
MODERN ENVIRONMENTS	VIRGINIA BEACH	VA	23452
OFFICE ASSEMBLERS INC	HAYMARKET	VA	20169
OFFICE ENVIRONMENTS INTERNATIONAL	ARLINGTON	VA	22206
SCS INTEGRATED SUPPORT	FRONT ROYAL	VA	22630
TOTAL BUSINESS SOLUTIONS	PORTSMOUTH	VA	23707
TSRC, INC	ASHLAND	VA	23005
WASHINGTON GROUP SALES	FALLS CHURCH	VA	22046
APEX FACILITY RESOURCES	KENT	WA	98031
CONTRACT RESOURCE GROUP	SPOKANE	WA	99202
EVERGREEN FURNITURE, FIXTURES AND EQUIPMENT, LLC	SNOHOMISH	WA	98290
INTEGRITY INTERIOR SOLUTIONS, LLC.	KENT	WA	98032
J.R.E. INC	BELLINGHAM	WA	98225
LEGACY GROUP	RENTON	WA	98057
NORTH SOUND INDUSTRIES	WOODINVILLE	WA	98072
SMART OFFICE ENVIRONMENTS	BELLVUE	WA	98006
SYSTEMS SOURCE, INC	TUKWILA	WA	98118
AFFORDABLE OFFICE INTERIORS OF MADISON, LLC	MADISON	wı	53716
BROTHERS BUSINESS INTERIORS	MILWAUKEE	wı	53204
BUILDING SERVICE, INC	WAUKESHA	WI	53186
CENTURY HOUSE, INC	MADISON	WI	53705
CORPORATE DESIGN INTERIORS LLC	WAUKESHA	wı	53186
DUET RESOURCE GROUP INC	MILWAUKEE	wı	53212
INDEPENDENT MARKETING ASSOCIATES, INC	MEQUON	wı	53092
INDUSTRIES FOR THE BLIND AND VISUALLY IMPAIRED	WEST ALLIS	WI	53214
JONAS OFFICE PRODUCTS LTD	FORT ATKINSON	wı	53538
LAKESHORE BUSINESS INTERIORS	MANITOWOC	wı	54220
NATIONAL BUSINESS FURNITURE	MILWAUKEE	wı	53214
NORTHLAKE PARTNERS, INC	MIDDLETON	WI	53562
SYSTEMS FURNITURE INC	DEPERE	wı	54115
VER HALEN INC	GREEN BAY	wı	54304



 Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

While Trendway has a fleet of its own trucks and drivers, we also utilize standard freight carriers for all our shipments. Orders can be shipped directly to the job site or the end user's warehouse. Many of the order ship to the local servicing Trendway authorized dealer or their installers location so that they can better coordinate the delivery and installation with the end user at a time that is convenient to them.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Trendway operates a modern 500,000 square foot manufacturing plant at our corporate headquarters in Holland, MI. All our manufacturing, distribution and warehouse facilities are located at our corporate headquarters.

3.4 Marketing and Sales

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

Trendway Corporation's Executive leadership agrees to the endorsement and sponsorship of the award as the public sector go-to-market strategy within the first 10 days.

 Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

Trendway Corporation's Executive leadership agrees to training and education of our national sales force with participation from our executive leadership, along with the OMNIA Partners, Public Sector team within the first 90 days.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
 - OMNIA Partners, Public Sector standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Trendway will create a written document outlining all the steps noted below:

First 30 days:

- Co-branded press release to the sales team and trade publications
- Create and share cobranded marketing pieces with the sales team
- Promotion of the award via LinkedIn and Facebook.
- Eblast to all our sales and dealers across the USA announcing the award

- Full coverage of the award in our Monthly Dealer News (eNewsletter) that goes to all our field sales leaders and dealers. We will cover this topic every other month to ensure our dealer readers are aware of this.
- Coverage in the Monthly Sales Call for each sales region
- As appropriate, include this in any of our national advertising
- Coverage on our Intranet (dealer.trendway.com) with a link to the OMNIA website
- Dedicated OMNIA website that includes
 - o OMNIA Partners, Public Sector standard logo;
 - o Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
 - o A dedicated, toll-free number and email address for OMNIA Partners, Public Sector

Throughout the term of the Master Agreement:

- Trendway is committed to attending and participating with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Trendway is committed to attending, exhibiting and participating at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. In addition, Trendway commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Any new Public Agency customer will be advised of the Master Agreement availability and sign-up capabilities on the Omnia Partners website as well as the attributes of the Agreement. Trendway's only other formal cooperative Agreement is Buyboard with similar pricing, terms and conditions.

A list of all Trendway's State/Local and Cooperative contracts is included with our response in Tab 4 Qualification and Experience.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

Trendway Corporation agrees to provide our logo to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Trendway acknowledged that the use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:
 - Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

Trendway Corporation will be proactive in direct sales of our goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
 - iv. Knowledge of benefits of the use of cooperative contracts

Trendway Corporation will train our national sales force on the Master Agreements. All if it's key features, solicitation process, the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector and the benefits of the use of cooperative contracts.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - Executive Support: Michelle Warren, VP Government Sales and Strategic Accounts; <u>mwarren@esiergo.com</u>; 410-707-6569.
 - Marketing: Nancy Stryker, Director, Strategic Marketing; nstryker@trendway.com; 616-9945454
 - iii. Sales: Nancy Duerst, Sales Enablement Specialist; nduerst@trendway.com; 734-834-0432
 - iv. Sales Support: Patti J. Vander Hulst, Sr. Contract Specialist; pvanderhulst@trendway.com; 616-994-5340
 - v. Financial Reporting: Patti J. Vander Hulst, Sr. Contract Specialist; pvanderhulst@trendway.com; 616-994-5340
 - vi. Accounts Payable: Tammie Sczepanski, Credit Specialist; tsczepanski@trendway.com, 616-994-5406
 - vii. Contracts: Loren Schrotenboer, Sr. Sales Administration Manager; lschrotenboer@trendway.com; 616-994-5350
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Trendway has 4 Regional Sales Directors that divide the responsibility of sales for the US. In addition to them, Trendway has a Vertical Markets Group that is responsible for creating strategy, program development, contract management and mobilizing sales to be successful with OMNIA. Under the VPs is a combination of Direct and Independent salesforce with 63 total salespeople promoting Trendway to dealers and end users throughout the US. Our dealers are instrumental in selling to and supporting OMNIA end users Nationally. We have over 400 authorized dealers across the US. All of which will be educated on OMNIA and supported by the RSDs and Vertical Markets group.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

The Trendway sales team with work at different levels with the OMNI Partners, Public Sector team to implement, grow and service the national program. Our Vertical Markets team will work closely with OMNIA Marketing and Partner Development to ensure we are doing everything we can to market to the OMNIA members effectively as well as to our sales team and dealers and to make sure we are utilizing all of the tools available to us through OMNIA. Additionally, our Regional Sales Directors and Vertical Markets team will work closely with the Higher Ed and Municipal & K-12 OMNIA teams to leverage Trendway's sales and distribution in creating a sales/marketing plan for each specific category and region.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Management of the overall national program will be led by the Vertical markets team and specifically the Director of SLED and the Contract Administrator. This team, along with the Trendway sales team, will be actively involved in the OMNIA Partners sponsored events, NIGP and multiple other regional trade shows targeting OMNIA end users. At every appropriate event we will be marketing OMNIA Partners as our Partner for purchasing Trendway products. We will create a master marketing plan for OMNIA Partners contract that will include:

- A comprehensive training program for our sales team
- · Regular emails to our resellers
- Working with OMNIA Marketing to do emails to members
- Keeping OMNIA in front of our sales team and distribution through spotlights of the program, case studies, etc. in our monthly newsletter
- Marketing materials focused on OMNIA Partners for our sales team to distribute

Trendway prides itself on our customer service and part of that is our process for account set-up. Our goal is to get a new OMNIA customer set up within 24 hours.

We have a Contract Administrator dedicated to SLED and they will be managing the OMNIA contract. OMNIA is a priority for Trendway and they will be dedicated to keeping the contract current and make sure any changes/updates are being communicated effectively to the sales team.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Trendway's Public Agency sales, Non-Federal, for 2018 was \$8M.

Kennedy Krieger Institute, MD - \$1,400,000 – Dealer: Corporate Environment Solutions City of Austin, TX - \$500,000 – Dealer: Facilities Resource Inc.

Austintown Township, TX - \$373,000 – Dealer: Facilities Resource Inc.

Mercer County, NJ - \$360,000 – Dealer: The Worek Company, Inc.

Bay Area Rapid Transit, CA - \$350,000 – Dealer: MB Contract Furniture Inc.

Montclair State University, NJ - \$265,000 – Dealer: Arenson Office Furnishings

University of Minnesota, MN - \$328,000 – Dealer: innovative Office Solutions, LLC

West Bloomfield Schools, MI - \$206,000 – Dealer: Great Lakes Furniture

City of Baltimore, MD - \$183,000 – Dealer: Rudolph's Office Supply

City of Cape Coral, FL - \$162,000 – Dealer: Contract Furniture Inc.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Trendway's information systems capabilities currently enable Trendway dealers to place Public Agency orders directly into our order processing system to support a single purchase order that may include Trendway products, services and related accessories.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ 00 in year one
\$.00 in year two
\$.00 in year three

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

Due to the fluctuations in the Contract Furniture market, Trendway can not guarantee contract sales.

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

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

Trendway Corporation is proposing a tiered discount schedule for the OMNIA Partners, Public Sector Master Agreement which should make responding to solicitations streamlined for all size projects.

For competitive conditions each pricing option will be explored with the Trendway Sales rep and authorized Trendway dealer to determine the most successful approach to meeting the Public Agency's needs.

EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of ____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and

RECITALS

Trendway Corporation("Supplier").

WHEREAS, the Region 4 ESC	(the "Principal Procurement Agency") has entered
into a Master Agreement effective	, Agreement No, by and between
the Principal Procurement Agency and Su	pplier, (as may be amended from time to time in
	ter Agreement"), as attached hereto as Exhibit A and
incorporated herein by reference as tho Furniture (the "Product");	ugh fully set forth herein, for the purchase of

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

TERM OF AGREEMENT; TERMINATION

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

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

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

NATIONAL PROMOTION

- 10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- Supplier shall provide such marketing and administrative support as set forth in the 11. solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

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

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

GENERAL PROVISIONS

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

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

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

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

B. Supplier:

Trendway Corporation
13467 Quincy Street
Holland, MI 49424

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

TRENDWAY CORPORATION

PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR Signature Signature Loren Schrotenboer Sarah Vavra Name Name Sr. Vice President, Public Sector Contracting Sr. Sales Administration Manager Title Title Date Date

NATIONAL

INTERGOVERNMENTAL

EXHIBIT C

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

EXHIBIT D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

EXHIBIT E CONTRACT SALES REPORTING TEMPLATE

O	MNIA PAI	RTNE	RS, P	BLIC SEC	TOR EXHIBIT	s			
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	and the second s			the right transport and the second	osoft Excel form		HOREITO CONTRACTOR		
OMNIA Partn		lic S	ecto	r Contra	ct Sales Mo	onthly Report			
	Supplier Name:								
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:				ļ					
Phone:									
Email:		_							
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners, Public Sector and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
						Report Totals			
						Cumulative Contract Sales			

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

Does offeror agree? YES _	1./1.	Initials of Authorized Representative of offeror
	e and for convenience by the grantee settlement. (All contracts in excess o	or subgrantee including the manner by which it will be f \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately 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.

Does offeror agree?	YES_	Initials of Authorized Representative of offero

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

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein Does offeror agree to abide by the above? YES_ Initials of Authorized Representative of offeror (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offegor will be in compliance with all applicable Davis-Bacon Act provisions. Does offeror agree? YES Initials of Authorized Representative of offeror (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process. Does offeror agree? YES Initials of Authorized Representative of offeror (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations

Initials of Authorized Representative of offeror

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

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comply with all applicable requirements as referenced in Federal Rule (F) above.

issued by the awarding agency.

Does offeror agree? YES ____

(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.

Does offeror agree? YES	Initials of Authorized Representative of offeror
Dues uneror agree! TE	IIIIliais of Authorized Representative of offeror

(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 Executive Office of the President Office of Management and Budget (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.

Does offeror agree? YES		/	Initials of Aut	thorized Representative of offeror

(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:

- (1) 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree?	YES	 / _/	 Initials of Authorized Representative of offeror

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 § 200.333. The offeror further certifies that

						ending matters are closed.
Does offeror agr	ee? YES	//	1.	Initial	s of Authorized F	Representative of offeror
St	CERTIFICA	TION OF COMPLIAN	ICE WITH THE E	NERGY POLICY	AND CONSERV	ATION ACT
it will comply w	ith the mand	atory standards and	policies relating nergy Policy and	to energy efficien Conservation Act	cy which are cor (42 U.S.C. 6321	rocess, offeror certifies that ntained in the state energy et seq.; 49 C.F.R. Part 18).
Does offeror ag	ee? YES_			Initial	s of Authorized R	Representative of offeror
	С	ERTIFICATION OF	COMPLIANCE W	VITH BUY AMERIC	CA PROVISIONS	S
Administration for agrees to provide	unds, offeror of e such certific ses made in a n competition	certifies that its producation or applicable vaccordance with the	acts comply with a waiver with respe	all applicable provi ect to specific prode must still follow the	sions of the Buy a ucts to any Partic e applicable proc	on, or Federal Transit America Act and cipating Agency upon curement rules calling Representative of offeror
		CERTIFICATION (OF ACCESS TO	RECORDS – 2 C.	F.R. § 200.336	
documents, pap the purpose of r	ers, or other naking audits onnel for the p	records of offeror the courpose of interview	nat are pertinent erpts, and transcr and discussion re	to offeror's discha riptions. The right elating to such doc	rge of its obligati also includes tim uments.	es shall have access to any ions under the Contract for lely and reasonable access Representative of offeror
		CERTIFICATION	OF APPLICABI	LITY TO SUBCOM	NTRACTORS	
Offeror agrees th	at all contrac	ts it awards pursuan	and the second that the			me and conditions
Does offeror agr		-				Representative of offeror
Offeror agrees further acknow specifically not	ledged that o	ith all federal, state, offeror certifies con	, and local laws, npliance with all	rules, regulation provisions, laws	s and ordinance , acts, regulatio	es, as applicable. It is ns, etc. as
feror's Name:7	rendway	Corporation				
ldress, City, State	and Zip Cod	e: 13467 Quinc	y Street, Hol	land, MI 4942	24	
one Number: 6	16-399-39	00	Fax Nu	umber: 616-39	99-0668	
inted Name and T Representative:		zed nrotenboer, Sr. S	Sales Admini	stration Man	ager	_
nail Address:l	schrotenb	oer@trrendway	.com	1		
Signature of Aut	horized Repre	esentative:	and	6	Date:/	2/9/19

EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

DOC #1

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

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

Company Name: Trendwa	y Corporation							
Street: 13467 Quincy Street								
City, State, Zip Code: Holland, MI 49424								
Complete as appropriate:								
1	, certify that I am the sole o	owner of						
	, that there are no partners and	the business is not						
incorporated, and the provise	ions of N.J.S. 52:25-24.2 do not apply.							
	OR:							
in	, a partner , do hereby certify that the following is a li	ist of all individual						
partners who own a 10% or partners is itself a corporation	greater interest therein. I further certify that if one in or partnership, there is also set forth the name: % or more of that corporation's stock or the individ	e (1) or more of the s and addresses of						
1 Loren Schrotenboer	, an authorized representati	tive of						
names and addresses of all any class. I further certify the partnership, that there is also	a corporation, do hereby certify that the following stockholders in the corporation who own 10% or at if one (1) or more of such stockholders is itself a set forth the names and addresses of the stock ion's stock or the individual partners owning a 10	more of its stock of a corporation or holders holding						
(Note: If there are no partne	ers or stockholders owning 10% or more intere	est, indicate none.)						
Name	Address	Interest						
Fellowes, Inc	1789 Norwood Ave., Itasca, IL 60143	100%						
I further certify that the state the best of my knowledge ar	ments and information contained herein, are com	plete and correct to						
12-19/19		Sr. Mgr Sales Admi						
Date		gnature and Title						

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Trendway Corporation	
Street: 13467 Quincy Street	
City, State, Zip Code: Holland, MI 49424	
State of New Jersey	
County of	
I, Loren Schrotenboer of the City of Holl	and
Name	City
in the County of Ottawa, S _Michigan	State of
of full age, being duly sworn according to law on my or	ath depose and say that:
I am the Sr. Sales Adminstration Manager of the fire	m of Trendway Corporation
Title	Company Name
the Offeror making the Proposal for the goods, ser attached proposal, and that I executed the said prop Offeror has not directly or indirectly entered into any a otherwise taken any action in restraint of free, compe proposal, and that all statements contained in said proposal, and made with full knowledge that relies upo said proposal and in the statements contained in this a goods, services or public work.	nosal with full authority to do so; that said agreement, participated in any collusion, or titive bidding in connection with the above proposal and in this affidavit are true and in the truth of the statements contained in
I further warrant that no person or selling agency has secure such contract upon an agreement or under brokerage or contingent fee, except bona fide employed selling agencies maintained by	rstanding for a commission, percentage, ees or bona fide established commercial or
Trendway Corporation	The Sr. Salas Admin
Company Name	Authorized Signature & Title M54
Subscribed and sworn before me this H day of Notary Public of Hawa County My commission expires Aug 6, 2023	SEAL
My Commission Expires Aug. 06, 2023 Acting in the County of Acting in the County of Page 43 of 4	

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

Company Name: Trenelway
Street: 13467 Quinces St
City, State, Zip Code: Holland, M. 49424
Proposal Certification:
Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.
Required Affirmative Action Evidence:
Procurement, Professional & Service Contracts (Exhibit A) Vendors must submit with proposal:
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
 A photo copy of their <u>Certificate of Employee Information Report</u> OR
3. A complete Affirmative Action Employee Information Report (AA302)
Public Work - Over \$50,000 Total Project Cost:
A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form
AA201-A upon receipt from the
B. Approved Federal or New Jersey Plan – certificate enclosed
I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.
Lindsay Crandall HR Munager
Date Authorized Signature and Title

State of New Jersey

Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

							-						
			SEC	TION	A - CO	MPANY	IDENT	IFICA	TION		-		
1. FID. NO. OR SOCIAL SECURITY			Z. TYPE O	F BUSINE	ss	12-21		3.	TOTAL NO.	OF EMPLO	YEES IN T	HE ENTIR	E COMPAN
8-1864337				287									
. COMPANY NAME													
Trendway Corpora	tion				_						-		
S. STREET 13467 Quincy Street						CITY Holland			COUNTY Ottawa		STATE	ZIP (24
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)						cm	1	ZIP CODE					
. CHECK ONE: IS TH	E COMPANY												
		1			TABLISHME				MULTI-E	STABLISHM	IENT EMPL	OYER	
. IF MULTI-ESTABLIS													
. TOTAL NUMBER OF				NT WHICH	H HAS BEE	N AWARDE	ED THE CO	NTRACT	287				
O. PUBLIC AGENCY A	WARDING C	ONTRACT	Г		C	ITY		cou	INTY		STATE	ZIP	ODE
Official Use Only				DATE RECI	EIVED	INAUG	DATE	ASSIG	SNED CER	TIFICATION	NUMBER		
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 Report all permane there there are no en 2, & 3. DO NOT St 	aployees in a	particula	ar catego	mployees ry, enter a	ON YOUR zero, Incl	OWN PAYE	ROLL. Ente mployees, r	r the appr not just th	opriate fig ose in min	jures on all ority/non-r	lines and ninority ca	in all colu stegories,	mns. in column
						PERMANEN	T MINORIT	Y/NON-MI	NORTTY E	APLOYEE BE	FAKDOWA		
ЈОВ	All E	mployee	es	******			*******			*******			******
Categories	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	31	19	12	0	0	0	0	19	0	0	0	1	11
Professionals	41	22	19	0	0	-0	1	21	1	1	0	1	16
Technicians	5	5	0	0	0	0	0	S	0	0	0	0	0
Sales Workers	9	4	5	0	1	0	0	3	1	0	0	0	4
Office & Clerical	38	6	32	0	0	0	0	6	0	1	0	1	30
Craftworkers (Skilled)	13	10	3	0	0	0	2	6	0	0	0	2	1
Operatives (Semi-Skilled) Laborers	141	107	34	0	13	0	14	80	0	3	0	4	27
(Unskilled)	9	7	2	0	1	0	1	5	0	0	0	0	2
Service Workers	0	0	0	0	0	o	0	0	0	0	0	0	0
Total Total employment	287	0	0	0	0	0	0	0	0	0	0	0	0
From previous Report (if any)	311	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part			The data	below sha	all NOT be	included in	the figure	s for the	appropriat	e categorie	s above.		
Time Employees	0	0	0	0	0	0	0	0	0	0	0	0	0
12. HOW WAS INFO	RMATION AS	TO RACE	E OR ETH	NIC GROU	IP IN SECT	ION B OBT	TAINED?	Employ	THIS THE ree Inform Submitted	ation	15. IF REPOR	NO, DATE T SUBMIT	LAST
13. DATES OF PAYRO FROM:	10/28/2		TO:	11/04	4/2018			☐ YES			1	2/03/201	4
		SE	CTION	C - S	IGNATI	JRE AN	ID IND	ENTIF	ICATIO	ON			
16. NAME OF PERSO	N COMPLET	ING FORM	1 (Print o	Туре)	S	IGNATURE			TITLE			DAT	E
Lindsay Crandali					inclu	Ly C	randel	R Manager 12/04/2019				019	
17. ADDRESS NO. &	STREET CITY COUNTY STATE ZIP CODE PHONE, AREA CODE, I eet Holland Ottawa MI 49424 616-994-5346				E, NO.								

Affirmative Action Supplement

AFFRIMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	Bid Number: Bidder:

EXHIBIT A MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to <u>Subchapter 10</u> of the Administrative Code at N.J.A.C. 17:27.

* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS

	PLEASE CHECK APPROPRIATE BOX (ONE ONLY)
	I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
	I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
V	I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Requirements for National Cooperative Contract Page 45 of 55 regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

- The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

	lway Corporation		
Address: 13467 Qui			
City: Holland	State: MI Zip	: 49424	
represents compliance with Instructions accompanying t	Loren Schrotenboer	20.26 and as repose. Sr. Sales Admin	on provided herein presented by the nistration Manag
Signature	Printed Name	Title	
reportable political contri	Pursuant to N.J.S.A. 19:44A-20.26 butions (more than \$300 per electittees of the government entities list	ion cycle) over th	ne 12 months pri
Disclosure requirement: reportable political contri submission to the communit. Check here if disclosure	Pursuant to N.J.S.A. 19:44A-20.26 butions (more than \$300 per electifitees of the government entities list is provided in electronic form	ion cycle) over the sted on the form	ne 12 months prior provided by the
Disclosure requirement: reportable political contri submission to the communit.	Pursuant to <u>N.J.S.A.</u> 19:44A-20.26 butions (more than \$300 per electities of the government entities list	ion cycle) over th	ne 12 months priorities provided by the Dollar Amo
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☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Trendway Corporation	
I certify that the list below contains the names holding 10% or more of the issued and outsta	
I certify that no one stockholder owns 10% or the undersigned.	more of the issued and outstanding stock of
Check the box that represents the type of bus	siness organization:
Partnership Corporation	Sole Proprietorship
Limited Partnership Limited Liability Con	rporation Limited Liability Partnership
Subchapter S Corporation	
Sign and notarize the form below, and, if necess	sary, complete the stockholder list below.
Stockholders:	
Name: Fellowes, Inc	Name:
Home Address: 1789 Norwood Ave.	Home Address:
Itasca, IL 60143	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this day of, 20/9	(Affiant)
(Notary Public) / COTALLING SWILLIAMS Ny Commission expires: Aug 6202 }	Loren Schrotenboer, Sr. Sales Administration Manager
Ny Commission expires: Aug. 6 202 >	(Print name & title of affiant)
cury (at)	(Corporate Seal)

KATHLEEN I. WALLIS

Notary Public, State of Michigan
County of Ottawa
My Commission Expires Ayg. 06, 202 equirements for National Cooperative Contract
acting in the County of OTTAWO Page 53 of 55

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

Offerors should submit the above form completed with their proposal.

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

Quote Number: 19-18 Bidder/Offeror: Trendway Corporation

	PART 1: CERTIFICATION UST COMPLETE PART 1 BY CHECKING EITHER BOX. OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.
contract must complete the certification belo subsidiaries, or affiliates, is identified on the in Iran. The Chapter 25 list is found on the must review this list prior to completing the non-responsive. If the Director finds a pers	erson or entity that submits a bid or proposal or otherwise proposes to enter into or renew a low to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders below certification. Failure to complete the certification will render a bidder's proposal on or entity to be in violation of law, s/he shall take action as may be appropriate and provided nited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in of the party
PLEASE CHECK THE APPROPRIATE B	OX:
subsidiaries, or affiliates is listed of activities in Iran pursuant to P.L. 2012	2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, in the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited to, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer love and am authorized to make this certification on its behalf. I will skip Part 2 and sign and
OR	
the Department's Chapter 25 list. I and sign and complete the Certifi	ause the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on will provide a detailed, accurate and precise description of the activities in Part 2 below cation below. Failure to provide such will result in the proposal being rendered as non-fines and/or sanctions will be assessed as provided by law.
EACH DOVIMILL DOOMDT VOLLTO D	DOUBLE INFORMATION DELATINE TO THE ABOUT OFFICE OF THE PROPERTY.
EACH BOX WILL PROMPT YOU TO P THOROUGH ANSWERS TO EACH QUEST Name	ROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE ION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON. Relationship to Bidder/Offeror
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Name Description of Activities Duration of Engagement Bidder/Offeror Contact Name ADD AN ADDITIONAL ACTIVITIES E Certification: I, being duly sworn upon my oath, if my knowledge are true and complete. I attest the acknowledge that the State of New Jersey is reacknowledge that I do so, I recognize that I	ION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON. Relationship to Bidder/Offeror Anticipated Cessation Date Contact Phone Number NTRY Interest represent and state that the foregoing information and any attachments thereto to the best of at I am authorized to execute this certification on behalf of the above-referenced person or entity. I lying on the information contained herein and thereby acknowledge that I am under a continuing gift the completion of any contracts with the State to notify the State in writing of any changes to the wiedge that I am aware that it is a criminal offense to make a false statement or misrepresentation in am subject to criminal prosecution under the law and that it will also constitute a material breach of and that the State at its option may declare any contract(s) resulting from this certification void and that the State at its option may declare any contract(s) resulting from this certification void and that the State at its option may declare any contract(s) resulting from this certification void and that the State in the state at its option may declare any contract(s) resulting from this certification void and that the State in the state at its option may declare any contract(s) resulting from this certification void and the state at its option may declare any contract(s) resulting from this certification void and the state at its option may declare any contract(s) resulting from this certification void and the state at its option may declare any contract(s) resulting from this certification void and the state at its option may declare any contract(s) resulting from this certification void and the state at its option may declare any contract(s) resulting from this certification void and the state at its option and the state at its

DOC #7

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

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

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

09/13/01

TRENDWAY CORPORATION 13467 QUINCY ST HOLLAND MI 49424

Taxpayer Identification# 381-864-337/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records Indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the cásino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio

Director, Division of Revenue

STATE OF NEW JERSEY **BUSINESS REGISTRATION CERTIFICATE**

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:

TRADE NAME:

ISSUANCE DATE:

0092602

TRENDWAY CORPORATION

TAXPAYER IDENTIFICATION#

381-864-337/000

ADDRESS

13467 QUINCY ST HOLLAND MI 49424

EFFECTIVE DATE:

10/16/89

FORM-BRC(08-01)

09/13/01

FORM-BRC(08-01) This Cartificate is NOT assignable or transferable, it must be conspicyously displayed at above address.

a. Chearchio

Director, Division of Revenue

CONTRACTOR CERTIFICATION#

EXHIBIT H ADVERTISING COMPLIANCE REQUIREMENT

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

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

ELWOOD, UT

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

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

RIVERDALE, UT

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

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA

WOODS CROSS, UT

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

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

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

ADAIR R.F.P.D., OR ADEL WATER IMPROVEMENT DISTRICT, OR ADRIAN R.F.P.D., OR AGNESS COMMUNITY LIBRARY, OR AGNESS-ILLAHE R.F.P.D., OR AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR AMITY FIRE DISTRICT, OR ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR APPLEGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR AZALEA R.F.P.D., OR BADGER IMPROVEMENT DISTRICT, OR BAILEY-SPENCER R.F.P.D., OR BAKER COUNTY LIBRARY DISTRICT, OR BAKER R.F.P.D., OR BAKER RIVERTON ROAD DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR

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

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

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

COLUMBIA S.W.C.D., OR

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

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

GRANTS PASS IRRIGATION DISTRICT, OR

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

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

MALHEUR MEMORIAL HEALTH DISTRICT, OR

MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR

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

MT. ANGEL R.F.P.D., OR

MT. HOOD IRRIGATION DISTRICT, OR

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

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

PORT OF ST. HELENS, OR

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

SALEM AREA MASS TRANSIT DISTRICT, OR

SALEM MASS TRANSIT DISTRICT SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SANTA CLARA WATER DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE R.F.P.D., OR SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D., OR SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SILETZ R.F.P.D., OR SILVER FALLS LIBRARY DISTRICT, OR SILVER LAKE IRRIGATION DISTRICT, OR SILVER LAKE R.F.P.D., OR SILVER SANDS SPECIAL ROAD DISTRICT, OR SILVERTON R.F.P.D. NO. 2, OR SISTERS PARKS & RECREATION DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SIUSLAW S.W.C.D., OR SIUSLAW VALLEY FIRE AND RESCUE, OR SIXES R.F.P.D., OR SKIPANON WATER CONTROL DISTRICT, OR SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR SLEEPY HOLLOW WATER DISTRICT, OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT, OR SOUTH FORK WATER BOARD, OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR

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

TUALATIN VALLEY WATER DISTRICT

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

WESTLAND IRRIGATION DISTRICT, OR

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

K-12 INCLUDING BUT NOT LIMITED TO:

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

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

SEASIDE SCHOOL DISTRICT 10

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

LEGACY PREPARATORY ACADEMY, UT

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

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

HIGHER EDUCATION ARGOSY UNIVERSITY BATON ROUGE COMMUNITY COLLEGE, LA BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE **BRIGHAM YOUNG UNIVERSITY - HAWAII** CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE

LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY

LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY

MT. HOOD COMMUNITY COLLEGE

MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY

OREGON STATE UNIVERSITY

OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY

PIONEER PACIFIC COLLEGE

PORTLAND COMMUNITY COLLEGE

PORTLAND STATE UNIVERSITY

REED COLLEGE

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY

TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE

UNIVERSITY OF HAWAII BOARD OF REGENTS

UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL

UNIVERSITY OF PORTLAND

UNIVERSITY OF NEW ORLEANS

WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY

XAVIER UNIVERSITY

UTAH SYSTEM OF HIGHER EDUCATION, UT

Requirements for National Cooperative Contract Page 82 of 55

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

STATE AGENCIES ADMIN. SERVICES OFFICE **BOARD OF MEDICAL EXAMINERS** HAWAII CHILD SUPPORT ENFORCEMENT AGENCY HAWAII DEPARTMENT OF TRANSPORTATION HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER OREGON BOARD OF ARCHITECTS OREGON CHILD DEVELOPMENT COALITION OREGON DEPARTMENT OF EDUCATION OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION **OREGON LOTTERY** OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL INFORMATION COUNCIL SANTIAM CANYON COMMUNICATION CENTER SEIU LOCAL 503, OPEU SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII STATE OF HAWAII STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26 JUDICIAL DISTRICT ATTORNEY STATE OF UTAH

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Tab 4

- Qualification and Experience
 - References

Qualification and Experience

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

Trendway was established in 1968 as a privately held company producing floor to ceiling partitions. In 1973, the Heeringa family purchased the firm and expanded the product offering to include a full line of quality office furnishings. Trendway was able to continually grow by offering the fastest delivery times in the industry while providing our customers with an unprecedented level of service. We serve a full range of customers from the smallest, startup companies to Fortune 500 organizations. Trendway is a valued supplier to the Federal Government as well as numerous State and local government entities. Trendway employs 280 people in our Holland, Michigan location and at various showrooms/sales offices across North America.

2.) Describe Offeror's reputation in the marketplace.

Trendway has a reputation in the marketplace of being a proven performer, who is responsive and reliable with some of the shortest lead times in the industry and a 99.8% on time complete shipment record. With a dedicated and caring workforce committed to serving our customers and community. Trendway is committed to sustainability being mindful of our impact on this planet is vital and expanding our commitment to our environment remains a serious and ongoing mission.

3.) Describe Offeror's reputation of products and services in the marketplace.

Trendway has a reputation in the marketplace of having high quality products, that we stand behind. We have the elements people need to meet the demands of a workplace that is changing – and will continue to change, faster than ever. With an excellent customer care, design studio and technical support teams always ready to assist our dealers and customers. Customer's appreciate the speed and ease at which our products can be assembled and reconfigured as needs change.

4.) Describe the experience and qualifications of key employees.

Executive Support: Michelle Warren has been in the furniture industry for 23 years. She has worked for large and small manufacturers as well as on the dealer side. For the past 4 years she has focused on Public Sector sales and has had success with OMNIA Partners on the Ergonomic contract with our sister company ESI.

Marketing: Nancy Stryker has worked in the furniture industry for over 20 years in various leadership roles. Several of those years were spent with major manufacturers and marketing agencies supporting the furniture industry. She has served on the executive leadership team for Trendway for the past 4 years and provides oversight for all marketing activities for the company.



Sales: Nancy Duerst has worked in lead development, marketing, and sales for 26 years, 15 of which in contract furniture at both the dealership and manufacturer levels. She has implemented marketing plans, created collateral, and conducted focused campaigns utilizing CRM systems for consistent and systematic follow up. Nancy has focused on public sector business at Trendway for the past 3 years.

Sales Support & Financial Reporting: Patti J. Vander Hulst has worked for Trendway Corporation for 34 year, the past 14 years in the Contracts Department managing not only our GSA contract but also 16 of our State/Local and Cooperative Purchasing contracts, including our 2 current Omnia Partners, Public Sector Contracts with Region 4 ESC.

Accounts Payable: Tammie Sczepanski has a background in credit and financial institutions for over 30 years; of which the last 7 yrs. she has been handling all government accounts / dealers throughout the U.S. and Canada for Trendway. Completes Invoicing on government projects within a variety of government portals according to their specific agency guidelines.

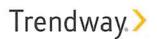
Contracts: Loren Schrotenboer has been in the furniture industry for 35 years. Loren has a proven track record of successfully building contracting strategies in collaboration with the sales teams that resulted in higher sales success. Loren has extensive public sector experience which will be invaluable as we continue to focus on this customer segment.

5.) Describe Offeror's experience working with the government sector.

Trendway Corporation is GSA contract holder (since mid 1980's) GS-28F-0003V and we currently hold 27 State/Local and Cooperative Purchasing contracts. Many of which we have held for many years with great success. A list of our current contracts is included.

6.) Describe part litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Trendway has no current or past litigation, bankruptcy or reorganization.



REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

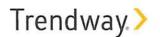
City of Glendale, CA
Margaret Pett
Altadena, CA
626-818-2312
Furnish and Install Systems Furniture
On-going since: 2009
Volume to date: \$600,000

Kennedy Krieger Institute, Baltimore, MD Peter Phillips Forest Hills, MD 410-557-4242 Furnish and Install Systems Furniture On-going since 2000 Volume in excess of \$2,000,000

Drexel University, Philadelphia, PA John DiCrescenzo Drexel Hill, PA 484-841-6171 Furnish and Install Systems Furniture On-going since 2013 Volume to date \$900,000

University of Texas, San Antonio, TX
Emily Howard
San Antonio, TX 78238
210-684-2624
Furnish and Install Systems Furniture and Seating
On-going since 2014
Volume to date \$250,000

Georgia State University, Atlanta, GA Leslee Shaw Norcross, GA 30071 678-282-0760 Furnish and Install Systems Furniture On-going since 2017 Volume to date: \$200,000



Ocean County Government, Ocean City, NJ Robert McTigue Lakewood, NJ 08701 732-370-5544

Furnish and Install Systems Furniture and Seating for various Ocean County Government Agencies

On-going since 2010

Volume to date: In excess of \$450,000

University of Minnesota, Minneapolis, MN
Pam Sebesta
Burnsville, MN 55337
952-808-9900
Furnish and install systems furniture and seating for various departments within the University
On-going since 2007

City of Chapel Hill Dev, Chapel Hill, NC Trey Jones Chapel Hill, NC 27515 919-929-4203 Furnish and Install Systems furniture On-going since 2010 Volume to date: In excess of \$500,000

Volume to date: In excess of \$1,500,000

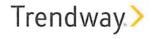
West Bloomfield Schools, West Bloomfield, MI Ron Chrisman Holland, MI 49424 616-296-1201 Furnish and Install Systems Furniture On-going since 2017 Volume to date: \$288,000

Senior Resources of West Michigan, Norton Shores, MI Mark Taylor Fruitport, MI 49415 231-557-2540 Furnish and Install Systems Furniture On-going since 2017 Volume to date: \$75,000

Executive Summary

Trendway Corporation is pleased to offer this proposal to Region 4 ESC/OMNIA Partners, Public Sector.

- 50 years in the industry; steady growth since our inception in 1968.
- Full line of office furniture products, including Floor to Ceiling demountable partitions.
- Best service and lead times in the furniture industry
- Nationwide network of dealers in all markets of North America, supported by a network of Field Sales professionals and fully trained staff designers.
- Competitive pricing.
- Current GSA contract holder (since mid 1980's) GS-28F-0003V and hold numerous State and Local agreements.
- Products meet all applicable industry and safety standards.
- Privately held company.
- Exclusive "On Time or On Trendway" promise.
- 500,000 square foot headquarter and manufacturing facility in Holland, MI.
- Own and operate our own truck fleet.
- Showrooms and sales offices located in all key cities in the United States.
- Financially stable. Contact Jack Chance, Chief Financial Officer, for up to date financial information. (jchance@trendway.com).
- Superior Environmental Initiatives.
- Dedicated web site for Region 4 ESC/OMNIA Partners, Public Sector users.
- Limited Lifetime Warranty.
- Best in Class Customer Service/Technical Support Team.
- 99.8% On Time and Complete shipping performance.



CONTRACT	Price book Dates	PRODUCTS
BuyBoard - The Local Government	February 2018	Choices, Capture
Puchasing Cooperative		Choices Freestanding
584-19		
04/01/19 - 03/31/20		
		Pack
		Intrinsic Freestanding, Trig & Confer
		Demountable Walls
	- 	TrendWall, ClearWall & Volo
		Tables (Choices, Intrinsic , Trig,
		Height Adjustable, Training & Collaborative
Parlay & PLUS Seating is NOT on Contract		Seating
	**Hourly Labor Rate for	Installation All Furniture - Not to Exceed \$100.00/Hou

PRODUCTS
oices, Capture
ces Freestanding
Pack
Pack

Freestanding, Trig
& Confer
nountable Walls
Wall & ClearWall
Volo
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Adjustable, Training & Collaborative
Seating
Products:
per Hour
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0.75 per Hour
nountable Walls
all & Trendwall Clear
Volo
Products:
per Hour
ot to Exceed \$100 per Hour
0.75 per Hour
s - Not to Exceed \$100 per Hour
es:

day Install Support

CONTRACT	Price book Dates	PRODUCTS
COMMONWEALTH OF PENNSYLVANIA	April 2017	All
4400016563		
Thru 4/30/2020		
Parlay & PLUS Seating is NOT on Contract		
COSTARS (PENNSYLVANIA)	April 2017	Choices, Capture, Intrinsic
COSTARS-C035-019		Pack, Trig, Confer
04/16/2020		
Installation extra and negotiated		
per order by dealer.		
Parlay & PLUS Seating is NOT on Contract		Seating-Tables
		Trendwall, ClearWall, Volo
FAIRFAX COUNTY, VIRGINIA	February 2018	Choices, Capture, Pack
4400006266		
Thru 08/31/2020		Trig, Intrinsic
Parlay & PLUS Seating is NOT on Contract		Seating, Tables
		Trendwall, Volo, Clear
Howard County/Baltimore Metro/MAPT	February 2018	All Products
2015-42 thru 12/31/2020	+	Design - \$50/hour
		Reconfiguration - \$40/hour
		Installation - \$50/hour
MHEC	February 2018	Choices, Capture, Pack
(Massachusetts Higher Education)		Trig - Intrinsic
MC11-C07		Tables and Seating
Thru June 30, 2020 Parlay & PLUS Seating is NOT on Contract		Walls
Montgomery County (MD)	February 2018	All Products
1097825 thru 01/07/2021		Dosign ¢50/hour
unu 01/0//2021		Design - \$50/hour Reconfiguration - \$40/hour
		Installation - \$50/hour

CONTRACT	Price book Dates	PRODUCTS
STATE OF ALABAMA	February 2018	All products
MA 999 1700000077	Tobradiy 2010	Except AP
Thru 02/28/22		LAGOPETT
Parlay & PLUS Seating is NOT on Contract		Architectural Products
STATE OF CALIFORNIA	February 2018	Choices, Capture
CMAS 4-12-71-0084B		Choices Freestanding
Thru October 6, 2023		
		Pack
		Intrinsic Freestanding
		Trig
		Confer
		Demountable Walls Trendwall & Trendwall Clear
		Volo
		Tables (Choices, Intrinsic , Trig, Height Adjustable, Training & Collaborative
Parlay & PLUS Seating is NOT on Contract		Seating
		Less is More

PREVAILING WAGE DISC
PREVAILING WAGE DISC
PREVAILING WAGE DISC
PREVAILING WAGE DISC
Intrinsic, Trig, Confer, Pack Desking,
Chocies Freestanding, Filing & Storage,
Tables, & Seating
PREVAILING WAGE DISC
TrendWall, ClearWall, Volo
PREVAILING WAGE DISC

CONTRACT	Price book Dates	PRODUCTS
STATE OF FLORIDA	February 2018	Choices, Capture
425-001-12-1	Tobridary 2010	Choices Freestanding
Thru March 2, 2020		one of the second of the secon
		Pack
		Intrinsic Freestanding
		Tric
		Trig
		Confer
		Demountable Walls
		Trendwall & Trendwall Clear Volo
		Volo
		Tables (Choices, Intrinsic, Trig, Height Adjustable, Training & Collaborative)
Parlay & PLUS Seating is NOT on Contract		Seating
		Less is More
STATE OF GEORGIA	October 2013	Choices, Capture, Pack
99999-001-SPD0000100-0092 Thru February 2, 2021		
		Trig, Intrinsic
Parlay & PLUS Seating is NOT on Contract		Seating and Tables
		Walls

CONTRACT	Price book Dates	PRODUCTS
STATE OF MISSISSIPPI	February 2018	Choices, Capture
8200047820 - Systems Furniture		Peds & files for workstations
Thru 10/31/20		(not T-Wall)
		Architectural Products
STATE OF NEW JERSEY Furniture: Office, Lounge & Systems	February 2018	Capture, Choices, Pack
A81642		
Thru 04/30/20		
		Intrinsic, Trig, Confer
		Trendwall, Trendwall Clear & Volo
Parlay & PLUS Seating is NOT on Contract		Seating, Tables

CONTRACT	Price book Dates	PRODUCTS
STATE OF NEW YORK	February 2018	Choices, Capture
PC68438	Tebruary 2010	Choices Freestanding
Thru 12/01/2023		
		Pack
		Intrinsic Freestanding
***************************************		Tria Franctandina
		Trig Freestanding
		Confer Benching
44.44		
		Demountable Walls
	***************************************	Trendwall, Trendwall Clear & Volo
		Tables (Choices, Intrinsic, Trig,
		Height Adjustable, Training & Collaborative
Derloy 9 DI LIC Continue in NOT on Contra		Capting
Parlay & PLUS Seating is NOT on Contract	St	Seating

		Inside Delivery - UpState
		Inside Delivery - Down State
		Installation Extra Per Order

CONTRACT	Price book Dates	PRODUCTS
STATE OF NORTH CAROLINA	February 2018	Choices, Capture
STC 420A		Choices Freestanding
July 1, 2019 - June 30, 2022		
		Pack
		Intrinsic Freestanding
		Trig
		Confer
		Tables (Choices, Intrinsic , Trig, Height Adjustable, Training & Collaborative)
Parlay & PLUS Seating is NOT on Contract		Seating
STATE OF OHIO	February 2018	Choices, Capture
800371		
Thru 9/30/20		Express - Choices , Capture, Pack
		Intrinsic Freestanding & Trig
		Express - Intrinsic/Trig
Parlay & PLUS Seating is NOT on Contract		Tables & Seating
		Pack
		Trendwall, Trendwall Clear & Volo

CONTRACT	Price book Dates	PRODUCTS
STATE OF OHIO/IUC	February 2018	Capture, Choices
UN05-017		
Thru 7/31/20		
		Pack - Filing, Starage & Desking
		Intrinsic, Trig
Parlay & PLUS Seating is NOT on Contract		Seating & Tables
		Architectural Products
		Trendwall, Trendwall Clear Volo
STATE OF SOUTH CAROLINA	February 2018	Choices, Capture, Pack
4400022623 hru 12-05-2024		Intrinsic, Trig, Confer
		Tables
		Seating (includes Plus & Parlay)
		TrendWall, Clear Wall, Volo

CONTRACT	Price book Dates	PRODUCTS
STATE OF SOUTH DAKOTA	February 2018	Choices/Capture/Pack
16790		Seating/Tables/Trig/Intrinsic
Through 04-30-2020		
Parlay & PLUS Seating is NOT on Contract		Architectural Products
STATE OF WISCONSIN	February 2018	Choices/Capture
505ENT-M15-OFFURNITUR-55 Thru 02/16/2020		Intrinsic/Trig/Pack
		Filing & Storage
Parlay & PLUS Seating is NOT on Contract		Seating Tables
UNIVERSITY OF ALABAMA	February 2018	Furniture
Thru 02/28/22 Parlay & PLUS Seating is NOT on Contract		Architectural Products
UNIVERSITY OF KENTUCKY UK-1658-16L	February 2018	All Except AP
Thru 11/30/19 Parlay & PLUS Seating is NOT on Contract		
UNIVERSITY OF MINNESOTA J42.202	February 2018	All Except Wall Product
Thru 12/31/20	_	
Parlay & PLUS Seating is NOT on Contract		
UNIVERSITY OF WISCONSIN 16-5968 - Demountable Wall	February 2018	All Architectural Products
March 15, 2016 - March 14, 2021		

Trendway>

Capability Statement

Trendway is a U.S. manufacturer of complete interior solutions including Architectural Walls, Systems Furniture, Casegoods, multi-use Tables and Seating.

Our mission is to simplify the process of creating beautiful workspaces and deliver on time, every time.

Company Information

- · Buy American Act (BAA Compliant)
- Certified distribution partners that include HUBZone. SDVOSB, 8(a), EDWOSB, WOSB and MBE
- · Contracts:

GSA GS-28F-0003V Navy BPA N00189-17-A-0071 Omnia Partners R142215/R180102 BuyBoard NPC 584-19 State & Local - Multiple

 Cage Code: 69600 DUNS: 04-368-3515

NAICS: 337214, 238390, 337215, 423210 & 541410

 Year Formed: 1968 · Credit Card: Yes



Past Performance

- VA (multiple locations)
- · National Institutes of Health
- FEMA
- · NMMC | Walter Reed
- · Tinker Air Force Base
- · National Guard
- · Office of Naval Research
- US Navy
- · US Marine Corps
- · National Security Agency
- US Army Corps of Engineers
- · Redstone Arsenal
- Dept of Health & Human Services
 Organic Valley

- Aetna
- Regus
- · L-3 Technologies
- · Blue Cross Blue Shield
- · Fairview Health Services
- LinkedIn
- AT&T
- Wells Fargo
- · Country Financial
- · Duke University
- Covance
- · Akebono Brake Corporation
- · Wounded Warrior Project

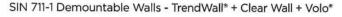






Trendway>

Awarded SIN Codes



SIN 711-1 Choices® + Capture®

SIN 711-2 Choices Freestanding + Confer Benching

SIN 711-1/711-2 Express

SIN 711-12/711-2 Intrinsic®

SIN 711-2 Trig® Desking

SIN 711-2 Pack™ Desking

SIN 711-1 Pack Filing + Storage

SIN 711-18 Multipurpose Seating

SIN 711-19 Guest Seating

SIN 711-11 Tables

SIN 711-91 Project Management

SIN 711-93 Reconfiguration

SIN 711-94 Design

SIN 711-95 Installation

SIN 71 1 Packaged Office Furniture



Trendway Corporation Holland, MI Trendway.com

Contact

Multiple showrooms available across the United States. Please call to set up an appointment.



Trendway Contracts Department Phone: 616-399-3900 Email: govermentsales@trendway.com



About Trendway.





Proven Performer

Trendway has been helping people create beautiful spaces for nearly 50 years. We serve contract, small business, international, federal and state government customers. The entire Trendway operation is located in Holland, Michigan, USA. Building and shipping from one location helps us maintain our unmatched service record.

- Established 1968
- Modern, 500,000-square-foot plant
- GSA contract holder since 1980s
- · Lean manufacturing team
- · Outstanding custom products capability
- · Nationwide dealer/installer network
- · OFDA Top Workstation/Systems Manufacturer by in 2014

Responsive and Reliable

When you call Trendway, a friendly person answers your call, not a machine. Our personalized service extends through the specifying and ordering process, from design to installation. And even though we have one of the fastest average lead times in the industry, we can also claim the industry's best performance. Our promise stands: Your furniture is on time or it's on Trendway.

- · Customer calls answered personally
- · On-time, complete shipments 99.9%
- · Average lead times under 10 days
- · 3-day Express program
- · Design and project assistance
- · Skilled Technical Support team
- · "On Time or On Trendway" promise

Dedicated and Caring

Our workforce is passionate about performance. They're equally committed to serving our community with a tradition of heartfelt response to people in need.

- · Average tenure of employee: 11.5 years · Annual Cruise-In Benefit fundraiser
- Annual American Cancer Society campaign
- · Angel Tree project for Ottawa County foster children
- · Perennial Adopt-A-Highway participant

Committed to Sustainability

Being mindful of our impact on this planet is vital. As early as 1991. Trendway was recognized as a leader in sustainability when we received the Michigan Environmental Small Business Award, Maintaining and expanding our commitment to our environment has remained a serious and ongoing mission.

- · Indoor Advantage® certifications
- BIFMA e3 level® certification
- · Zero Waste to Landfill Facility
- Download our current certifications and Environmental Report at Trendway.com















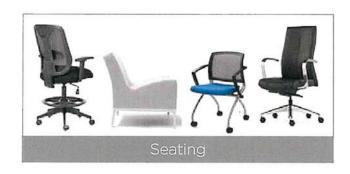


We help you create the spaces you need



















American Made Products >

Trendway Corporation is an American company with headquarters and high-capacity manufacturing facility in Holland, Michigan. We have been in the business of creating beautiful spaces for over 50 years. We serve a wide variety of customers, including contract, small business, international, federal and state government.

All Trendway products and services on Trendway's GSA Schedule are in compliance with the Buy American Act. Furthermore, all products on Trendway's GSA Schedule are manufactured and shipped from our modern, 500,000-square-foot plant in Holland, Michigan, USA and are in compliance with the Trade Agreements Act (TAA).

Made in USA High Capacity manufacturing facility located in Holland, Michigan.

Over 45 years of proven performance

GSA Contract Holder Since the 1980s

On Time Or On Trendway. Our Promise.

99.95% On time and complete shipments

<10 Days Average lead time

3-Day Express program

99.9% Phone calls answered by a person, not a machine

Personal Service from design through installation

Design Support and specification

Skilled Technical support



ISO 9001-2008 Certified

ANSI/BIFMA The standard we test products to

SCS Indoor Advantage* Certification

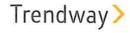
BIFMA level* Certified Certified for TrendWall*, Choices*
Systems, Contrada* Systems, Intrinsic* Freestanding, Trig*
Desking, and Pack* Desking and Filing + Storage.

Quality Backed by comprehensive warranty

LEED Credits Trendway products can help clients earn LEED credits, which contribute to LEED certification.

Zero Waste to Landfill Facility In 2013, Trendway met the company goal for zero waste to landfill - from 328 tons to zero in two years flat.

Click here to see our Representation (Reps) and Certifications (Certs).



Tab 5

- Value Add

Value Add

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

On Time or On Trendway:

Trendway offers what we believe is unique to this industry with our "On Time or On Trendway" promise. Simply, any part of a customer order not shipping on its scheduled date is free. We don't know of any other manufacturer who has enough confidence in its ability to perform who can offer such a guarantee.

Design Services:

Trendway has a nationwide staff of trained and experienced interior designers who bring the necessary skill set to an agency's project to turn basic furniture requirements into an attractive, ergonomically correct layout within a customer's budget.

Non-Obsolescence Policy:

Trendway Corporation is committed to providing products that integrate seamlessly with both previous and future product models, as well as across product lines.

Our Promise

We're so confident in our record of on-time complete performance, we promise your order will be on time or on us. Any part of the order not ready to ship on the day promised will be free.

We pride ourselves on performance. Our 99.95% on-time complete shipment record speaks for itself. Having all our operations in one location helps us deliver – so does having our own fleet of trucks.



Design Studio Support

Trendway doesn't just sell products, we collaborate with customers to develop practical, effective solutions. Our Design Support Service is provided by a team of interior designers located throughout North America. The Design Studio supports Trendway Representatives and Dealers. This service is available to Trendway Dealers as a supplement to their in-house design capability and also to Architecture and Design firms developing Trendway furniture specifications, preliminary budgets, and conceptual floor plans.

DESIGN SUPPORT SERVICES ARE AVAILABLE FOR:

Comprehensive Design Projects

Trendway can provide full design support services for full-scale design projects when Trendway has been identified as a viable solution for the project.

Typicals

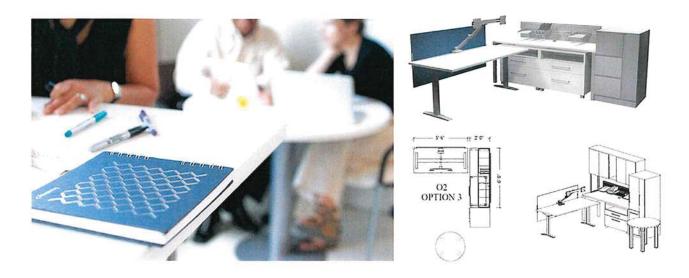
Workstation typical(s) can be produced as a preliminary stage for space-planning and budgeting purposes.

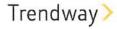
Drawing/Specification Review

The Design Studio can review plans and/or specifications for proper product application and technical specification of electrical, connectors, etc.

General Assistance

We can provide space planning, plan view, 3D and specification support.





Non-Obsolescence Policy

Trendway Corporation is committed to providing products that integrate seamlessly with both previous and future product models, as well as across product lines. Under the Trendway non-obsolescence policy, we will make a good faith effort to ensure purchases of products made today, or their functional equivalents, will be available indefinitely as a part of our commitment to you.

The Trendway Surface Material Program includes a broad selection of fabric, laminate and trim finish options. It is our policy to maintain a selection of timeless options, as well as an evolving Surface Trends collection. While it is necessary for Trendway to update our fabrics and finishes offering periodically due to changing customer preferences and availability of supply, we work to ensure a selection of core, timeless options or coordinating substitutes remain available for customers year after year.



>

Tab 6

- Additional Required Documents (Appendix C)



7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 <u>www.esc4.net</u>

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-18

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

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

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

CLARIFICATIONS:

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

CHANGES TO THE RFP:

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

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

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

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

OPEN RECORDS POLICY

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

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

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

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

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

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

Date

Authorized Signature & Title Mgr

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

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

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

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

Company	Trendway Corporation	Contact	//A			
			Signature Loren Schrotenboer			
			Printed Name Sr. Sales Administration Manager			
Address	PO Box 9016	_	Position with Company			
	13467 Quincy Street	Official Authorizing Proposal				
	Holland, MI 49422-9016		Signature			
Phone	616-399-3900		Printed Name			
Fax	616-399-0668		Position with Company			

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1 of 1			
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY				
				CERTIFICATION OF FILING				
1	lame of business entity filing form, and the city, state and country of the business entity's place f business.			Certificate Number: 2019-565737				
	Trendway Corporation				2019-565737			
	Holland, MI United States		10000	Date Filed:				
2	Name of governmental entity or state agency that is a party to the being filed.	12/0	12/02/2019					
				ate Acknowledged:				
3	Provide the identification number used by the governmental entit	ty or state agency to track or ide	lantify the contract and provide a					
3	description of the services, goods, or other property to be provide		,	onition, and pro				
	Solicitaion 19-18							
	Furniture, Installation, and Related Service							
,				Nature of interest				
4	Name of Interested Party	City, State, Country (place of busines						
				Controlling	Intermediary			
Fe	ellowes, Inc	Itasca, IL United States		X				
_		2	-		a			
		- 13						
5	Check only if there is NO Interested Party.	¥						
6	UNSWORN DECLARATION							
	My name is Patti J. Vander Hulst	, and my da	te of birth is	s_08/03/1958	3			
	My address is 13467 Quincy Street	Hollar J	MI ,	49424	, USA .			
	(street)	. <u>Holland</u> (city)	(state)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct	t.						
	Executed in Ottawa County, State of Michigan, on the 5 day of December 20 19.							
		11		(month)	(year)			
	Yaz	the Worder Hult		a business see				
	Signature of authorized agent of contracting business entity (Declarant)							

Texas Government Code 2270 Verification Form

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

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

Loren Sch	rotenboer	as	an	authorized
representative of	'			aattonzoa
Trendway Co	prporation		а	contractor
engaged by				
	Insert Name of Company Trendway Corporation			

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

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

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

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

Signature of Named Authorized Company Representative

Date

SPECIAL CONDITIONS

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

Conflicts of Interest

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

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

Bid Guarantee

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

Prevailing Wage Requirements

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

Alternative Pricing for Federal Funding

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

Federal Requirements

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

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

1. Termination for Convenience:

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

2. Equal Employment Opportunity:

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

"Clean Air Act

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

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

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

Federal Water Pollution Control Act

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

8. Debarment and Suspension.

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

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

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

"Suspension and Debarment

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

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

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

9. Byrd Anti-Lobbying Amendment.

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

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

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

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

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

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

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

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

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

The Contractor, <u>Trendway Corporation</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Loren Schrotenboer, Sr. Sales Administration Manager

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

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

11. Additional FEMA Requirements.

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

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

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

c. Access to Records.

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

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

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

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

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

12. DHS Seal, Logo, and Flags.

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

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

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

14. No Obligation by Federal Government.

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

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

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

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

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

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

Offeror's Name:	Trendway Corporation		
Address, City, St	ate, and Zip Code: 13467 Qu	incy Street, Holland, MI 49424	
Phone Number:_	616-399-3900	Fax Number: 616-399-0668	
	d Title of Authorized Loren Schrotenboer, Si	r. Sales Administration Manager	-:
Email Address:	lschrotenboer@trendway	y.com	
Signature of Auth	porized Representative:		Date: 12/9/19

QUESTIONNAIRE

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

1.	Diversity Programs		
	Do you currently have a diversity program or any diversity partner business with? (If the answer is yes, attach a statement detailing the structure of your program of your diversity alliances and a copy of their certifications.)	Yes 🗌	No
2.	Diverse Vendor Certification Participation		
	Region 4 ESC encourages the use of under-utilized businesses (HUB), business enterprises (MWBE), and small and/or disadvantages busines both as prime and subcontractors. Offerors shall indicate below whether any of their subcontractors (and if so which) hold certification in any of and include proof of such certification with their response.	ss enterpri er or not t	ises (SBE) hey and/o
	Minority Women Business Enterprise Respondent certifies that this firm is an MWBE	□Yes	⊠No
	List certifying agency:		
	b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise	erprise (l	DBE)
	Respondent certifies that this firm is a SBE or DBE	□Yes	
	List certifying agency:		
	c. Historically Underutilized Businesses (HUB) Respondent certifies that this firm is a HUB	□Yes	⊠No
	List certifying agency:		
	d. Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is a HUBZone	□Yes	⊠No
	List certifying agency:		
	e. Other Respondent certifies that this firm is a recognized diversity certificate holder List certifying agency:	□Yes	⊠No
H: 2	as Offeror made and is Offeror committed to continuing to take all affirmati CFR 200.321 as it relates to the scope of work outlined in this solicitation?	ve steps s	set forth in ∐No

3.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name <u>Tro</u>	endway Corporation
Contact Person Lor	en Schrotenboer
Signature	
Date 12/9	(19

Crystal Wallace Region 4 Education Service Center Business Operations Specialist