



Solicitation Number 19-18

**REGION 4 EDUCATION
SERVICE CENTER (ESC)**

for

**Furniture, Installation, and
Related Services**

by

VS AMERICA

on

Wednesday, December 11, 2019

at

2:00 PM Central Standard Time



TAB 1

DRAFT CONTRACT AND OFFER
AND CONTRACT SIGNATURE
FORM
(APPENDIX A)



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")

for

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 through 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. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net 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. **Current products:** 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.
5. **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)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
 - b. 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 "Acknowledgment 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. Disclosures: 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. Mailing of Proposals: 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. Amendment of Proposal: 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. Discussions: 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. Best and Final Offer: 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. Samples: 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. Multiple Awards: 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. Protest Procedure: 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

1. 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?
 - i. 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.
 - iv. Describe any shipping charges.
 - i. Describe delivery charges along with definitions for:
 1. Dock Delivery
 2. Inside Delivery
 3. Deliver and Install
 - v. Provide pricing for warranties on all products and services.
 - vi. 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.
- ix. 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.
- iii. 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.
- ix. 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

- i. 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.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with the government sector.
- vi. 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

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
3. 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. Past Performance: 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. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between VS America, Inc. _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture and Installation ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 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) 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.

CONTRACT

- 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) 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) Assignment of Contract. 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) Contract Alterations. 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) Cancellation for Non-Performance or Contractor Deficiency. 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) Delivery/Service Failures. 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.

CONTRACT

- e) Standard Cancellation. 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) Licenses. 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) Survival Clause. 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) Delivery. 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) 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) Payments. 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) Audit Rights. 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) Discontinued Products. 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) Site Cleanup. 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) Site Preparation. 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) Safety measures. 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) Smoking. 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) Funding Out Clause. 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) Indemnity. 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) Certificates of Insurance. 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) Legal Obligations. 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) Tariff Surcharges: 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 VS America, Inc.

Address 1940 Abbott Street

City/State/Zip Charlotte, NC 28203

Telephone No. 704-378-6500

Email Address c.reckord@vsamerica.com

Printed Name Claudius Reckord

Title President

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

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.)

[illegible]



TAB 2

PRODUCTS/PRICING

a) Products/Services/Pricing

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.

Included separately on jump drive.

VS America's Discount Structure

Includes all available products (pricelist and special orders)

Orders under \$100,000 = 20% off of list price

Orders over \$100,000 = 20% off of list price + additional 3%* of net (or 22.4% effective discount off of list price)

*Additional discounts are negotiable on a case by case basis

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).

Included separately on jump drive.

iii. Is pricing available for all products and services?

i. 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.

Minimum price per hour for install is \$35, maximum is \$75. Where prevailing wage applies, the maximum is \$150 per hour.

Pricing is available for all products in the price list, and a price list has been included separately as part of this section.

Services include design services can be quoted separately if needed. Shipping and delivery charges are outlined in section iv below.

iv. Describe any shipping charges.

i. Describe delivery charges along with definitions for:

1. Dock Delivery

Dock delivery falls under the tiered shipping structure.*

2. Inside Delivery

Inside delivery is included if installation applies.*

3. Deliver and Install

- » VS offers the following tiered shipping structure (off of total net pricing)*:
 - o Orders over \$37,500 = Free Shipping Charge
 - o Orders between \$25,000 to \$37,500 = \$1,750.00
 - o Orders under \$25,000 = Quoted Shipping Charge

Minimum price per hour for install is \$35, maximum is \$75. Where prevailing wage applies, the maximum is \$150 per hour.

*Shipping for Alaska, Hawaii, and any islands outside of a mainland state are quoted separately and not part of the tiered structure.

v. Provide pricing for warranties on all products and services.

Standard product warranty is a limited ten-year warranty. All warranty requests are handled via our Claims Department. Approved claims **do not** incur any additional charges, including labor. Refer to warranty policy on page 2 in the Appendix at the end of this submittal.

vi. Describe any return and restocking fees.

VS America does not have any returns since all orders are manufactured to order on a project basis after considerable specification efforts. An order can be cancelled until it is manufactured or shipped from a US warehouse as part of the QuickShip program.

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.

Additional discounts are negotiable on a case by case basis. VS America does not offer rebates.

viii. Describe how customers verify they are receiving Contract pricing.

Customers verify they are receiving contract pricing by checking VS America's published price list and the discount structure outlined in the contract on the Omnia Partners website.

ix. Describe payment methods offered.

VS America accepts the following payment methods:

- » ACH
- » Check
- » Credit Cards up to \$2,500 net order value

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.

Annually, VS America reviews pricing and makes adjustments as necessary. In the event of a price increase, VS America will submit a price increase request to Omnia Partners for review and approval. Additionally, the discount structure set forth within the contract will remain in effect through the life of the contract.

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

New products may be added during the term of the contract upon written request and approval by Omnia Partners. All new products will be added to the current price list.

xii. Provide any additional information relevant to this section.

Production at VS: VS follows very high European standards in regards to sustainability, material selection, safety and efficiency of processes as well as product safety. The factory makes a great effort to reduce emissions: use of heat from burnt wood scraps, solar panels to create energy for majority of production buildings, nearly all used materials are recyclable. VS follows the following norms: Quality Management System DIN EN ISO 9001:2015, the Energy Management System DIN EN ISO 50001:2011, DIN EN ISO 14001:2015, Certificate “Chain of Custody” PEFC D 1003:2013

See ALL certificates here: <http://tiny.cc/beau7gz>

Certificates are also attached at the end of this section.

Products from VS: VS holds the following certificates for many of its products (varies by product):

- » **BIFMA Certificate Level® 3 in Platinum – SUSTAINABILITY STANDARD** overseen by the Business and Industrial Furniture Manufacturing Association (BIFMA International): <http://tiny.cc/glu7gz>

Info about BIFMA LEVEL: LEVEL was created to deliver the most open and transparent means of evaluating and communicating the environmental and social impacts of furniture products in the built environment. To put it simply, LEVEL is to commercial furniture as LEED is to buildings. Also like LEED, LEVEL is comprehensive. It addresses criteria across corporate, facility and product impacts in a way that few other certifications do. LEVEL is an evaluation and certification system for environmentally-preferable and socially-responsible office furniture. The LEVEL program has three performance tiers; LEVEL 1, 2, and 3. The higher the number, the more criteria considered and met. LEVEL works by applying basic requirements – or prerequisites – for all products in the category. From there, the system considers corporate, facility, and product impacts across categories including Materials, Energy, Health, and Social. It’s an extensive system with multiple ways to accumulate points.

- » **PEFC Wood Certificate “Chain of Custody on forest based products”:** <http://tiny.cc/3hv7gz>
- » **FEMB certificate (European sustainability standard):** <http://tiny.cc/mjv7gz>
- » **Greenguard:** <http://tiny.cc/ruv7gz>
- » **GS tested safety (German safety standard):** <http://tiny.cc/ivv7gz>
- » **LGA tested for contaminants:** <http://tiny.cc/q1v7gz>
- » **Cradle to Cradle for newly launched products only:** <http://tiny.cc/60v7gz>

Info about Cradle to cradle: Our new JUMPER chair is Cradle to Cradle certified which is an environmental standard with really strict guidelines: “cradle to cradle” is a phrase invented by Walter R. Stahel in the 1970s and popularized by William McDonough and Michael Braungart in their 2002 book of the same name. This framework seeks to create production techniques that are not just efficient but are essentially waste free. In cradle-to-cradle production, all material inputs and outputs are seen either as technical or biological nutrients. Technical nutrients can be recycled or reused with no loss of quality and biological nutrients composted or consumed. By contrast, cradle-to-grave refers to a company taking responsibility for the disposal of goods it has produced, but not necessarily putting products’ constituent components back into service.

All certificates can be found starting on page 3 of the Appendix at the end of this submittal.



TAB 3

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.

Appendix D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

TO BE ADMINISTERED BY

OMNIA PARTNERS, PUBLIC SECTOR

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 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.

1.1 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.

1.2 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).

1.3 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.

1.4 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.

1.5 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.

2.0 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.

2.1 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.

2.2 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.

2.3 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.

3.0 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.

3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.

- 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.
- 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.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.
- 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.
- C. Describe how Participating Agencies 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.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 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:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

- ii. 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
- 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:
 - i. 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

- 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.
- 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.
- 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:
 - i. 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
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. 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
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- 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.

- 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.
- I. 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.
- J. 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.
- K. 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.
- 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.

- M. 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.
 - i. 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.
 - iii. 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.

3.1 Company

A. Brief history and description of Supplier.

VS America, Inc. provides adaptable and ergonomic educational furniture solutions which allow for the creation of agile learning environments. VS America originates from a history of ergonomic innovation that dates back to 1898 with VS in Germany, the leading manufacturer of educational furniture. Built around the student's learning experience, VS' ergonomic, flexible, and mobile products empower students to engage their senses while learning, creating heightened focus, stronger motivation, and a sense of well-being.

VS America holds 180,000 square feet of warehouse space in the U.S. and offers an inventory QuickShip program.

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

15 sales people across the U.S.

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

Five showrooms: Charlotte, NYC, Chicago, Los Angeles, and Houston

Two warehouses: Charlotte (100,000 sq ft) and Houston (80,000 sq ft)

Corporate office/headquarters: Charlotte, NC

D. Annual sales for the three previous fiscal years.

2018: \$70,371,655.17

2017: \$55,851,805.84

2016: \$41,126,741.40

E. Submit FEIN and Dunn & Bradstreet report.

Please refer to VS America's W9 form for the FEIN number. The W9 is included on page 14 of the VS America Appendix.

VS America's Dunn & Bradstreet number is 14-567-3088. We do not report detailed financials because we are privately held.

F. Describe any green or environmental initiatives or policies.

VS is a member of the UN Global Compact initiative, and as such has pledged to act as a role model in the observance and constant monitoring of ethical, social, and ecological business standards. The company has adopted a long-term strategy geared towards sustainability.

- » Longevity of VS furniture as an ecological principal
- » Environmentally friendly modern production techniques
- » Solvent-free paints for wood and steel
- » Use of regenerative energy through a large-scale solar energy plant on VS facility roofs in Germany
- » Close to 80% of energy used at VS Germany is self-produced

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.

VS America does not currently participate in any official diversity programs but welcomes the opportunity to work with those suppliers in the future.

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.

VS America does not currently participate in MWBE or HUB.

I. Describe how supplier differentiates itself from its competitors.

VS differentiates itself from competitors by always focusing on the health and well-being of students. VS partners with researchers, scientists, and architects when creating new furniture, ensuring that the furniture allows students to move, in order to develop fully – and helping to create stimulating learning spaces.

VS America is recognized as the industry leader in product quality, design, safety, usability, and ergonomics with over 100 years experience.

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

None.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;**

No.

- b. is not owned or operated by anyone who has been convicted of a felony; or**

No.

- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

No.

L. Describe any debarment or suspension actions taken against supplier

None.

3.2 Distribution, Logistics

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

VS offers tables, desks, chairs, stools, soft seating, storage, and more. The VS team works closely with customers to help them select the best furniture for their space, the ages of the students, and their goals.

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.

VS will offer this contract across all 50 states in the U.S.

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.

VS has a two-step verification process within our ordering department to ensure all pricing is correct and contract parameters are compliant.

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

See authorized dealer listing included in the Appendix on page 16. Shipping from US warehouses is handled by Recon Logistics with various transportation partners. International shipments are handled by a bid-awarded freight forwarder on an annual basis.

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

Charlotte warehouse: 100,000 sq ft

Houston warehouse: 80,000 sq ft

3.3 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:

- i. **Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- ii. **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**

90-day plan (sales)

- » Since VS is currently on the OMNIA Partners purchasing agreement, the sales team is already aware of how the relationship works and actively promotes the partnership with their dealer partners, customers, and prospective customers. In keeping with this:
- » **March 2020:** Connect with sales team to announce the award/purchasing agreement, and dive into details on sales call with the entire sales team
 - o Head of sales to lead the call, can coordinate with OMNIA Partners sales contact as well
- » **March 2020:** Ensure the entire sales team understands the power of the purchasing agreement and their contacts at OMNIA Partners, and that they will continue to actively promote the partnership with their partners, customers, prospects.
- » **March 2020:** Announce the new awarded purchasing agreement in VS' internal newsletter (external announcement in B below)
- » **April 2020 and beyond:** Continue to work with OMNIA Partners contacts to increase strength of partnership, keep training any new sales reps as they join VS about the importance of the purchasing agreement.

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:

- i. **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**

90-day plan (marketing)

- » Since VS is currently on the OMNIA Partners purchasing agreement, the marketing team works closely with the OMNIA Partners marketing contact to discuss promotions and ways to distribute information to customers, partners, and prospects. In keeping with this:
- » **March 2020:** Continue to keep the OMNIA Partners logo and the purchasing agreement details prominent in all customer newsletters, with a focused announcement in March 2020 around the new awarded purchasing agreement
- » **March 2020:** Connect with OMNIA Partners marketing contact to discuss any updates needed to current co-branded materials (or new materials needed), website pages dedicated to OMNIA Partners, co-branded press release, and other items

» **April 2020 and beyond:**

- o Continue to share VS newsletters, advertisements, case studies, and other information with OMNIA Partners, so they can be added to the VS area on the OMNIA Partners website
- o Work with OMNIA Partners on future promotions, covering communications across sales calls, emails, social media, and more.
- o Work with OMNIA Partners on various national and regional trade shows, including exhibiting at the NIGP Annual Forum.

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.

VS America is currently utilizing the Omnia Partners contract for sales in various states and regions in the U.S. This is the preferred go-to-market contract, however, some states or districts prefer/require use of local contracts such as New York, South Carolina, MHEC, North Carolina, Connecticut, LAUSD, Ohio, E and I Cooperative, Pennsylvania, Alabama, and ESCNJ Cooperative.

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.

OMNIA Partners currently has the VS logo, and permission to reproduce the logo in marketing communications and promotions. VS acknowledges that using the OMNIA Partners, Public Sector logo requires permission for reproduction.

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:

- i. **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**

VS will be proactive in direct sales of VS' goods and services to Public Agencies nationwide and will follow up to leads in a timely manner. All sales materials will 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:

- i. 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**

VS will train its national sales team on the Master Agreement and the importance of the partnership, and provide details on how the process works and the features and benefits.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support**
- ii. Marketing**
- iii. Sales**
- iv. Sales Support**
- v. Financial Reporting**
- vi. Accounts Payable**
- vii. Contracts**

- i. Executive Support:** Mark Harvey, CFO, m.harvey@vsamerica.com, 803-371-2860
- ii. Marketing:** Amanda Sullivan, Marketing Manager, a.sullivan@vsamerica.com, 704-790-2001
- iii. Sales:** Christine DeBrot, National Sales Manager, c.debrot@vsamerica.com, 231-740-3935
Craig Harvey, Education Division Manager, c.harvey@vsamerica.com, 704-231-1213
- iv. Sales Support:** Sam Hatch, Inside Sales Manager, s.hatch@vsamerica.com, 704-790-2535
Ashley Lance, Inside Sales Manager, a.lance@vsamerica.com, 704-790-2536
- v. Financial Reporting:** Yuri Ahn, Accounting, y.ahn@vsamerica.com, 704-790-2017
- vi. Accounts Payable:** Eva Teasdell, Accounting, e.teasdell@vsamerica.com, 704-790-2548
- vii. Contracts:** Yuri Ahn, Accounting, y.ahn@vsamerica.com, 704-790-2017

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.

The 15 sales reps across the U.S. have the title of Territory Manager, and each one covers a specific territory, handling all sales and sales support in those regions. The sales team management is run by two people:

Christine DeBrot, National Sales Manager, c.debrot@vsamerica.com, 231-740-3935
Craig Harvey, Education Division Manager, c.harvey@vsamerica.com, 704-231-1213

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 VS sales team currently knows their counterpart at OMNIA Partners, and will reach out to them to make a joint effort when working with customers/prospects. Through marketing promotions (done with VS and OMNIA Partners), the sales team has received leads in the past, and then they were connected with their counterparts at OMNIA Partners to follow-up with those leads.

I. 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.

VS will continue running joint promotions like this in the future, and work closely with OMNIA Partners on sales and marketing efforts, and more.

J. 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.

Public Agency Sales for 2018: Approximately \$20 million

Please refer to section C) Qualification and Experience, part vii for top 10 references.

K. 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.

VS America's customers are assigned to a respective Inside Sales rep member who works with them from order inception through delivery. Once all products deliver, VS America's Accounting team works directly with the customer on invoicing to payment receipt. VS America currently utilizes multiple platforms such as the AAS order entry system (placing orders directly to our parent company), KADRO (placing Hokki orders), TMS portals (booking carriers to shipment tracking), Sage (tracking of AR, AP, financial information, etc.) to help facilitate with our order management.

Also, VS America is in the process of implementing an ERP system that will help streamline our business process even further, which we are planning to launch in Q1 of 2020.

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”).

\$10 million in year one

\$10 million in year two

\$10 million 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.

VS is willing to commit to the above amounts and hopeful to continue the trend from 2018 and 2019 as shown below.

\$17.6 million in 2018

\$15.7 million YTD October 2019

M. 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.

- i. 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.**
- iii. 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.**

VS understands.

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.

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 VS America, Inc. ("Supplier").

RECITALS

WHEREAS, the VS America, Inc. (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Furniture & Services (the "Product");

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.

11. Supplier shall provide such marketing and administrative support as set forth in the 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:

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.

[INSERT SUPPLIER ENTITY NAME]



Signature
Claudius Reckord
Name

President

Title Dec-6-2019

Date

NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

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 _____ Initials of Authorized Representative of offeror

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

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

(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

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

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

Does offeror agree? YES 7/11 Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 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.

Does offeror agree? YES Initials of Authorized Representative of offeror

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:

- Does offeror agree? YES Initials of Authorized Representative of offeror

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

Does offeror agree? YES Initials of Authorized Representative of offeror

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

Does offeror agree? YES Initials of Authorized Representative of offeror

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

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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

Does offeror agree? YES Initials of Authorized Representative of offeror

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

Does offeror agree? YES Initials of Authorized Representative of offeror

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

Offeror's Name: Claudius Reckord

Address, City, State, and Zip Code: 1940 Abbott Street, Charlotte, NC 28203

Phone Number: 704-378-6500 Fax Number: 704-378-6005

Printed Name and Title of Authorized Representative: Claudius Reckord

Email Address: c.reckord@vsamerica.com

Signature of Authorized Representative: J. M. Hester Date: OCT-6-2019

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 statutes. 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: VS America, Inc.

Street: 1940 Abbott Street

City, State, Zip Code: Charlotte, NC 28203

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Claudius Reckord, an authorized representative of VS, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

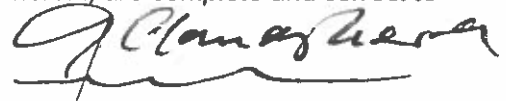
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Claudius Reckord	1951 Abbott Street, Charlotte, NC 28203	25%
VS Vereinigte Spezialmöbelfabriken	Hochhäuser Str. 8 / D-97941 Taubertshausheim	75%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Dec - 6 - 2019

Date


Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: VS America, Inc.Street: 1940 Abbott StreetCity, State, Zip Code: Charlotte, NC 28203State of North CarolinaCounty of MecklenburgI, CHARLES DEACORD of
the _____ of CHARLOTTE
Name Cityin the County of MECKLENBURG, State of
NC

of full age, being duly sworn according to law on my oath depose and say that:

I am the CEO/PRESIDENT of the firm of VS AMERICA, INC
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

VS AMERICA, INC.
Company Name

x Janduy Leva, CEO
Authorized Signature & Title

Subscribed and sworn before me

this 9th day of Dec, 2019
Juan S. [Signature]
Notary Public of Mecklenburg
My commission expires 25th Nov, 2024


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

Company Name: VS America, Inc.

Street: 1940 Abbott Street

City, State, Zip Code: Charlotte, NC 28203

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
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

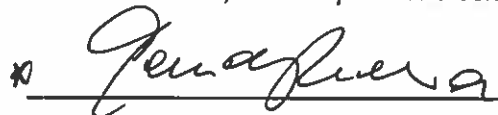
Public Work – Over \$50,000 Total Project Cost:

- 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.

Dec - 9 - 2012

Date



Authorized Signature and Title

**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 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.

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

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

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.

1. 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.
3. 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.

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:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - 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.

Part I – Vendor Information

Vendor Name:	VS America, Inc.		
Address:	1940 Abbott Street		
City:	Charlotte	State: NC	Zip: 28203

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Gandhi ji

Signature

Claudius Reckord

Printed Name

President

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]

☐ Check here if the information is continued on subsequent page(s)

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 Executive}

County Clerk

Surrogate

Sheriff

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.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:** VS America, Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:



☐ Partnership ☒ Corporation ☐ Sole Proprietorship

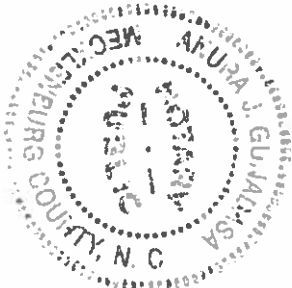
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.Stockholders:

Name: Claudius Reckord	Name:
Home Address: 1951 Abbott Street Charlotte, NC 28203	Home Address:
Name: VS Vereinigte Spezialmöbelfabriken	Name:
Home Address: Hochhäuser Str. 8 / D-97941 Tauberbischofsheim	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>9th</u> day of <u>Dec</u> , 2019	
(Notary Public) 	(Affiant)
My Commission expires: <u>25th Nov 2024</u>	<u>CLAUDIUS RECKORD, CEO</u>
	(Print name & title of affiant)
	(Corporate Seal)



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: _____

Bidder/Offeror: VS America, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): CLIVIOUS RECKERD

Signature: [Handwritten Signature]

Title: CEO / PRESIDENT

Date: DEC - 9 - 2019

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/nireg.pdf>



NORTH CAROLINA

Department of the Secretary of State

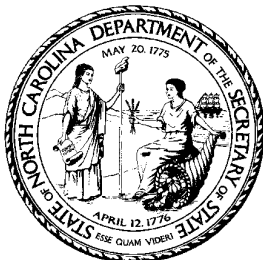
CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

VS AMERICA, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 29th day of May, 2003, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 9th day of December, 2019.

Elaine F. Marshall

Secretary of State

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

**VS AMERICA INC.
0450119404**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named North Carolina Foreign For-Profit Corporation was registered by this office on November 14, 2016.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

**URS AGENTS, LLC
208 WEST STATE STREET
TRENTON, NJ 08608**



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
6th day of December, 2019*

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 2443742527

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

iv. Describe how Offeror responds to emergency orders.

Emergency orders will be fulfilled via VS America's QuickShip program.

v. What is Offeror's average Fill Rate?

VS America's average fill rate is 95%.

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

VS America's average on time delivery rate is 95%.

vii. Describe Offeror's return and restocking policy.

VS America does not have any returns since all orders are manufactured to order on a project basis after considerable specification efforts. An order can be cancelled if not manufactured or shipped from a US warehouse as part of the QuickShip program.

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

Standard product warranty is a limited ten-year warranty. All warranty requests are handled via our Claims Department. Approved claims **do not** incur any additional charges, including labor. Refer to warranty policy in the Appendix at the end of this submittal.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Each customer has a dedicated Territory Manager sales contact and Inside Sales contact who can be reached by email or phone for any support needs. We also have a dedicated Claims contact who can answer questions and help with that process. Hours of operation are 8 a.m. – 5 p.m. (this covers EST, CST, and PST across our various office locations).

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.

- » Invoicing Process: VS America invoices the end user upon delivery.
- » Payment Terms: VS America standard payment terms are net 30 days.
- » Acceptable Payment Methods: VS America accepts payments via ACH, credit card (up to \$2,500 net order value), or check.

xi. Describe Offeror's contract implementation/customer transition plan.

VS is currently on the OMNIA Partners purchasing agreement so VS has already been using the purchasing agreement and will continue to do so.

xii. Describe the financial condition of Offeror.

VS America is in excellent financial condition as evidenced by positive and growing cash flow, growing profits year over year, and has low debt ratios.

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.

Website: www.vsamerica.com

VS products can be easily found under the Products tab, and then based upon type of product (seating, table, etc.). The website contains extensive content about VS as a company, information on key industry items (ergonomics, etc.), blog posts, case studies, videos, and more. Under the PartnerNet tab partners can log in and access: symbols, pricing, brochures, and more.

xiv. Describe the Offeror's safety record.

VS America has an outstanding safety record. There are currently no pending litigations or lawsuits nor have there been any in the past.

xv. Provide any additional information relevant to this section.

Over the last four years (since 2015), VS America has experienced substantial revenue growth and made several large investments:

- » opening new sales offices and showrooms in Los Angeles, CA and Houston, TX
- » expanding office and showroom spaces in Charlotte, NC
- » leasing large warehouses in Charlotte and Houston
 - o expanding the US stock program in both warehouse locations (**Quickship program:** <http://vsamerica.com/quickship>) in order to handle more orders and fulfill requests faster.

Furthermore, VS has implemented a TMS (transport management system), which has improved the companies efficiency of shipping within the US.

All these measurements has improved the company's overall capabilities to fulfill orders quick and efficiently.



TAB 4

QUALIFICATION AND EXPERIENCE

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

VS America originates from a history of ergonomic innovation that dates back to 1898 with VS in Germany, the leading manufacturer of educational furniture. VS America started in the United States in 2003, and is headquartered in Charlotte, NC. In 2009 VS, Cannon Design, and Bruce Mau Design published the book *The Third Teacher*, which focuses on the idea of the environment as the third teacher. Through the years VS America has expanded with more showrooms across the U.S. (Chicago, Los Angeles, NYC), and recently opened the Charlotte warehouse (2017) and the Houston warehouse and showroom (2019).

ii. Describe Offeror's reputation in the marketplace.

People know that VS truly cares about students and teachers, and that VS actively works with scientists, educators, school administrators, and designers in order to ensure their furniture solutions allow the school environment to be truly agile learning spaces, while allowing students the freedom to move in order to fully develop. Partners, customers, and prospects understand VS is at the forefront of the agile learning furniture movement, pushing the limits to change the way classrooms function. And above all, people know that VS places the utmost importance on movement for student health.

iii. Describe Offeror's reputation of products and services in the marketplace.

In the marketplace, VS' furniture means agility, ergonomic, quality, and durability. As soon as people try VS furniture, they can clearly understand how the furniture is built with the well-being of students always at the core – from chairs available in six different sizes so students of all ages can find their perfect fit, to desks that can easily be moved into countless formations to fit the lesson plan. And when students are comfortable and able to move, it drives their engagement and learning.

iv. Describe the experience and qualification of key employees.

Claudius Reckord, the CEO and President of VS America, started his career with VS Germany in 1996, taking on the Export Manager role in 1997. He set up worldwide partnerships to make VS' ergonomic furniture available to more educational and corporate facilities. In 2003, he moved to the United States and started VS America with the goal of bringing in new space concepts and ergonomic furniture.

Mark Harvey, CFO of VS America, spent 14 years at Continental Tire, where he worked in various accounting, finance, and controlling functions that included manufacturing, SAP systems, sales, and supply chain.

Sam Hatch, VS America's Inside Sales Manager, has been with VS since 2007. He began as an Inside Sales Representative where he handled the life-cycle of sales transactions and moved to his present position in 2011. He now manages the entire Inside Sales department.

Christine DeBrot started at VS America in 2004 as a Territory Manager where she managed territories from the Midwest to the Southwest. In 2015 she was promoted to Education Division Manager where she assisted regional Territory Managers with dealer training, client presentations, and trade shows. And in 2018, she became our National Sales Manager where she manages direct national sales strategies for all vertical markets from Canada to South America.

Craig Harvey, Education Division Manager, has been with VS since 2010 where he started as a Marketing Coordinator and managed trade shows and installations. In 2013, he was promoted to Regional Sales Manager where he managed sales for Tennessee, North Carolina, and Southern California. He moved into his current position in 2018. Craig now manages the education division of sales.

v. Describe Offeror's experience working with the government sector.

VS does not have a GSA contract.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

None.

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.

1. Albemarle County Schools
2751 Hydraulic Road
Charlottesville, VA 22901
Contact Name and Title: Matthew Haas, Superintendent
Contact Phone: 434-296-5826
Contact Email: mhaas@k12albemarle.org
Contact City and State: Charlottesville, VA
Years Serviced: Since 2012
Description of Services: Classroom Furniture
Total Volume (2012 to current): \$5.2 million

2. Ann Arbor Public Schools
2555 South State Street
Ann Arbor, MI 48104
Contact Name and Title: Jeanice K. Swift, Superintendent
Contact Phone: 734-994-2230
Contact Email: swift@a2schools.org
Contact City and State: Ann Arbor, MI
Years Serviced: Since 2016
Description of Services: Classroom Furniture
Total Volume (2016 to present): \$8.2 million

3. West Bloomfield Schools
5810 Commerce Road
West Bloomfield, MI 48324
Contact Name and Title: Gerald Hill, Superintendent
Contact Phone: 248-865-6480
Contact Email: gerald.hill@wbsd.org
Contact City and State: West Bloomfield, MI
Years Serviced: Since 2017
Description of Services: Classroom Furniture
Total Volume (2017 to present): \$2.1 million

4. Port Huron Area School District
PO Box 5013
Port Huron, MI 48061
Contact Name and Title: Jamie Cain, Superintendent
Contact Phone: 810-984-3101
Contact Email: superintendent@phasd.us
Contact City and State: Port Huron, MI
Years Serviced: Since 2017
Description of Services: Classroom Furniture
Total Volume (2017 to present): \$2.9 million

5. East Noble School Corporation
126 West Rush Street
Kendallville, IN 46755

Contact Name and Title: Ann Linson, Superintendent
Contact Phone: 260-347-2502
Contact Email: alinson@eastnoble.net
Contact City and State: Kendallville, IN
Years Serviced: Since 2018
Description of Services: Classroom Furniture
Total Volume (2018 to present): \$1.1 million
6. Walled Lake Consolidated School District
850 Ladd Road - Building D
Walled Lake, MI 48390

Contact Name and Title: Kenneth Gutman, Superintendent
Contact Phone: 248-956-2011
Contact Email: KennethGutman@wlcsd.org
Contact City and State: Walled Lake, MI
Years Serviced: Since 2018
Description of Services: Classroom Furniture
Total Volume (2018 to present): \$128K
7. Madison School District #38
5601 N. 16th Street
Phoenix, AZ 85016

Contact Name and Title: Kenneth Baca, Superintendent
Contact Phone: 602-664-7903
Contact Email: N/A
Contact City and State: Phoenix, AZ
Years Serviced: Since 2017
Description of Services: Classroom Furniture
Total Volume (2017 to present): \$171K
8. Hamilton Heights School Corporation
410 W. Main Street
Arcadia, IN 46030

Contact Name and Title: Derek Arrowood, Superintendent
Contact Phone: 317-984-3538
Contact Email: darrowood@hhschuskies.org
Contact City and State: Arcadia, IN
Years Serviced: Since 2019
Description of Services: Classroom Furniture
Total Volume (2019 to present): \$1.2 million
9. Campbell USD
3235 Union Avenue
San Jose, CA 95124

Contact Name and Title: Shelly Viramontez, Superintendent
Contact Phone: 408-364-4200 X6211
Contact Email: sviramontez@campbellusd.org
Contact City and State: San Jose, CA
Years Serviced: Since 2019
Description of Services: Classroom Furniture
Total Volume (2019 to present): \$4.3 million
10. Chico Unified School District
1163 East Seventh Street
Chico, CA 95928

Contact Name and Title: Kelly Staley, Superintendent
Contact Phone: 530-891-3000 X20149
Contact Email: kstaley@chicousd.org
Contact City and State: Chico, CA
Years Serviced: Since 2018
Description of Services: Classroom Furniture
Total Volume (2018 to present): \$1.4 million

viii. Provide any additional information relevant to this section.

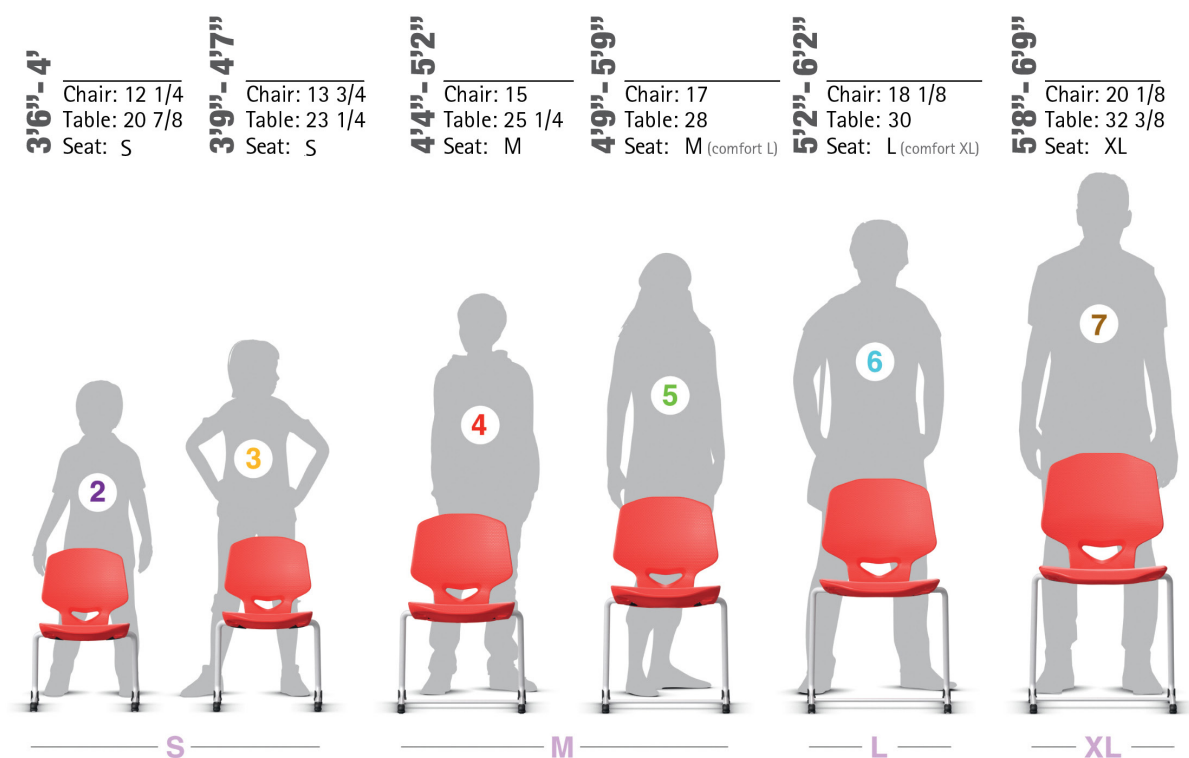
VS and Montessori

In the 20th century, Maria Montessori started to develop education reform for infants and elementary school children.

- » Supporting children in discovering for themselves their strengths and abilities
- » Creating environments suited to that purpose, from learning materials and furniture to spaces and architecture

The original VS Berlin firm had sole rights to manufacture and distribute Montessori furniture and teaching materials in Germany in 1913.

ERGONOMIC FURNITURE



It's crucial that each and every student has a chair and table which suits their individual height. With ergonomic furniture, students can sit dynamically and experience physical, mental, and developmental benefits. Physical well-being and flexibility help create ideal conditions for authentic learning, both individually and collaboratively.

VS offers chairs and tables in varying sizes, or that are easily adjusted to the appropriate height, so every student has their perfect fit.

FLEXIBLE & DYNAMIC SPACES

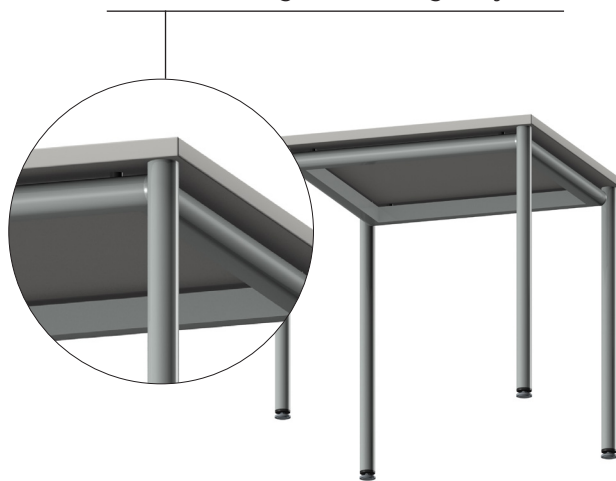
VS' ergonomic furniture inspires motion and has the flexibility to adapt to every changing need – giving educators the freedom to easily create spaces for every type of learning style. It's important to all of us at VS that we not only design furniture to enhance today's learning environment, but that our furniture solutions also have the utmost adaptability for where learning spaces are going in the future.

DURABLE FURNITURE THAT LASTS

VS furniture combines a uniquely distinctive design with resilience and durability. Our furniture undergoes extensive testing, ensuring the utmost quality and durability. We go to unusual lengths to design safe furniture that weathers rambunctious students and the test of time.

Material and load tests are carried out in our own testing labs to ensure the utmost quality and durability. Products are also tested by external test institutes.

Welded frames provide superior table strength and longevity.



MOVEMENT IS KEY FOR LEARNING

Studies show that spontaneous movement is the only way children develop fully. Students need furniture they're free to move in – even small movements, such as fidgeting, improve test scores. VS products inspire motion, helping create stimulating learning spaces where movement is integrated into instruction to maintain attention and concentration.



TAB 5

VALUE ADD

VS FURNITURE IN ACTION

For examples of VS furniture in schools, from elementary to high school, see our YouTube playlist at <http://bit.ly/vsinaction>.

A few examples of the videos in this playlist:

- » **Alamo Heights School District's Engaged Classrooms**
Alamo Heights, covering grades K-12, uses engaged classrooms and their Profile of a Learner program to bring school and outside experiences all into one. See how their learning spaces, designed with VS America's agile furniture, inspire student thinking - not only for the students but also for the teachers.
- » **Crow Island School: Reimagining the Furniture**
Crow Island School was created by an inspiring vision. A vision that challenged architects, designers, and educators to create a modern school that truly engages children. Something this school has been doing for almost 80 years. Two years ago, VS America and Crow Island School began collaborating on a strategic plan to update the furniture. The goal was to illuminate the genius behind the original design, in which every detail was focused on how children learn and what children need to thrive at school and beyond.
- » **Discovery STEM Academy**
See how, with the help of Grimm + Parker and VS America, Discovery STEM was able to create a student-driven, real-world, inquiry/problem-based learning culture.

INSIGHTS

VS America partners with researchers, educators, and architects to compile insight pieces exploring various educational industry topics, including: dynamic learning environments, childhood obesity, and building happiness in early childhood learning spaces. Three Insights are included in the print submission (as separate pieces at the end of this section); their PDF files are also included on the jump drive.

BLOG POSTS

VS America also shares out key industry information through blog posts found on the website here: <http://vsamerica.com/blog>. One excerpt is below.

Ergonomic School Furniture & The Anatomy of The Ideal 21st Century Classroom

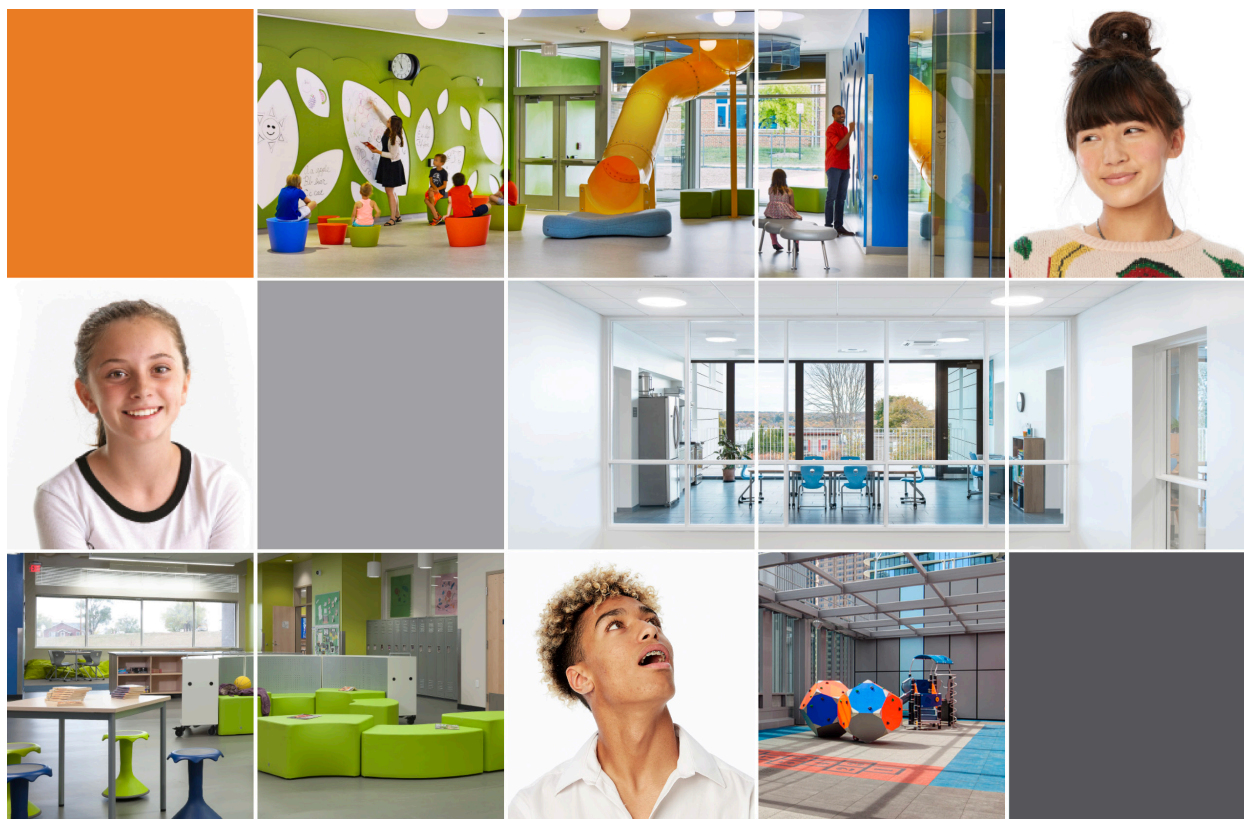
With the advent of revolutionary new teaching methodologies, traditional modes of learning are being supplemented with, and in many cases replaced by, more effective and progressive approaches. As this evolution in contemporary education continues, educational settings must also adapt to meet the needs of students and educators. This entails developing a new sense of spatial awareness, as well as the incorporation of more ergonomic school furniture to support the whole experience of the student, in body as well as mind.

Read the rest at <http://bit.ly/blog-schoolfurniture>.

CASE STUDIES

VS America partners with schools each year to share their stories out, so others can learn from their processes, problems, and solutions. Case studies are available on the VS America website at <http://vsamerica.com/case-studies>. Three case studies are included in the print submission (as separate pieces at the end of this section); their PDF files are also included on the jump drive.

SPACES IN MOTION



Study, work, and living spaces have a long-term impact on our physical, mental, and social well-being. This underscores the important role spaces and furnishing play in meeting our physical needs.

**“Let’s create learning spaces
that embody dynamic flexibility,
healthy ergonomics, and
compassion.”**

– Dr. Dieter Breithecker

Learn more in the included Spaces in Motion research-based brochure created with Dr. Dieter Breithecker – Health and Kinetics Scientist, and the President of the Federal Institute on the Development of Posture and Movement in Germany.

SHIFT+ FURNITURE LINE

Shift+ is about providing a unique set of tools, enabling teachers and students to create their own environments. Responding to a multitude of teaching and learning styles simultaneously. Fulfilling the needs of the specific occupants of the space at a precise point in time.

See how the Shift+ furniture line can have unlimited combinations at the Product Tutorials YouTube playlist at <http://bit.ly/StubbsTutorials>.

CONTINUING EDUCATION UNITS FOR ARCHITECTS AND DESIGNERS

VS has multiple courses approved with the AIA for architects to get their continuing education, as well as the IDCEC for designers to gain continuing education. A few examples below (some are given by experts in the field, others by VS' own Territory Managers).

- » The Third Teacher, given by VS Territory Managers
- » Spaces in Motion, given by Dr. Dieter Breithecker
- » Pedagogy of Space, given by David A. Stubbs II
- » Furniture Bond Planning for 21st Century Learning Environments, given by VS Territory Managers



This presentation is AIA accredited for 1 LU credit
(program #VSAThird0418) and IDCEC accredited for 0.1
CEU credit (course #CEU-107255).

70. Create a movement

32. Build for change

12. Support great teaching

1. Everyone can be a designer

23. Make classrooms agile

34. Imagine like a child

11. Make it new

33. Operate 24/7

64. Put the fun in fundamentals

6. Assign the solution

10. Shuffle the deck

The Third Teacher

School architecture, space organization, and furniture are said to contribute to activating education potential. These provide the necessary framework for the greatest possible amount of flexibility – an orderliness that allows freedom. The space becomes the “third teacher” – in addition to the adults and other students – and has a decisive influence on student’s learning outcomes, as well as their well-being. This course focuses on the learning space as the third teacher and how we can use design to transform teaching and learning.

29. Free choice

20. Make peace with fidgeting

76. Unleash learning

24. Respect fitness facilities

32. Build for change

78. Dream big and be brave

5. Think small

15. Display learning

67. Break down social barriers

46. Let students lead

For information about VS:
www.vsamerica.com





This presentation is accredited with the AIA for 1 LU credit (program #AIAVSA0817) and with the IDCEC for 0.1 CEU credit (course #CEU-104946).



SPACES IN MOTION

Designing Healthy School Environments

Well-being and positive emotions are the basis for long-term learning.

Hear from Europe's foremost expert on posture, motion, and ergonomics as it relates to the healthy physical and mental development of children. Dr. Dieter Breithecker is a Health and Kinetics Scientist, and is the President of the Federal Institute on the Development of Posture and Movement in Germany.

There is an increasing emphasis on how physical designs of school buildings (architecture, design of interior spaces, and landscaping) promote healthy behaviors in students. Well-being, concentration, social interaction, and mental capacities are all known to be strongly dependent on environmental factors, and there is an emergent need to address the impact of school design on all of these factors.

The most innovative concept for healthy learning is also the oldest: being in motion. Spaces oriented towards the complex behavioral needs of human beings are urgently needed in order to prevent psychosomatic diseases and symptoms, and to increase the motivation to work, learn, perform, and attain social well-being.

"When pedagogy, architecture, and design are aligned, the goal of meeting the physiological requirements of teachers and learners is on the path to success."
- Dr. Breithecker



DR. DIETER BREITHECKER



Dieter Breithecker is a Health and Kinetics Scientist, and is the President of the Federal Institute on the Development of Posture and Movement in Germany. As an international expert he has presented all over Europe, Asia, Indonesia, North and South America, Australia, and Arabia. Dr. Breithecker has published several leading articles and booklets, video productions and lectures, most recently on the subject of "Ergonomics for Human Learning/Work Stations."

His emphasis in research is comprised of the following issues:

- Sitting is the new smoking. What are the consequences?
- Physical activity and the impact on physical and mental health
- Well-being as a result of complex physical, mental, and emotional interdependencies
- Enriched environments - health preventive measures in school and office

For information about VS:
www.vsamerica.com



This presentation is AIA accredited for 1 LU credit
(program #AIA/CES304).



Pedagogy of Space

The world in which our children live in and will move into is one that will continue to change.

To effectively create as well as sustain change while building agile educational environments, we all must work differently. Every segment within the educational community from instruction and procurement to designers and students needs to deeply evaluate the space, as well as the tools within the space. If we truly desire change, we may no longer be able to rely on tried and proven concepts. In this shift, we need to first understand the "Why" of a specific community, comprehend the "Who," and only then can we begin to create the "How" and "What" with all stakeholders.

Learning Objectives:

- Begin to consider space, and most importantly the tools within learning environments, as an opportunity to rethink how we deliver professional development and "permit" teaching and learning.
- Be aware of examples of disruptive design techniques, and opportunities to acquire valuable information when constructing the next generation of facilities.
- Begin to consider creating multi-functional spaces. Spaces that permit flexibility, agility, as well as professional development resources and tools which support – not restrict – creativity and innovation.
- Begin to explore the utilization of simplicity in the baseline of all environments, increasing usefulness in the support of a multitude of teaching and learning styles. "Simplicity" equates to multi-functional.



David A Stubbs II

President, Cultural-Shift Educational Consultants

David has been recognized as one of the most important industry leaders in establishing solutions for the next generation of educational environments.

He assists educational institutions and design professionals, supporting programming and professional development needs by delivering detailed, systematic conversations surrounding the disruptive innovation approach to design. Resulting environments demonstrate examples of 100% engagement and wonder, sustainability, and improved indoor air quality.

Cultural Shift's solutions can be seen in the installations of private schools in Punahou, Hawaii and the Khan Academy's first brick and mortar facility, as well as numerous public and higher educational facilities throughout the world.

David is truly passionate about the holistic design of all educational spaces and is developing research with university partnerships, creating MakerCulture solutions, and developing new educational tools from various market segments. He continues to lead the educational community with valuable insight on how to bridge the gap between curriculum/instruction and the built environment – to truly create adaptable environments.

www.cultural-shift.com

To learn more about VS, visit:
www.vsamerica.com.



David A Stubbs II



This presentation is accredited with the AIA for 1 LU credit (program #AIAES0606) and with the IDCEC for 0.1 CEU credit (course #CEU-105634).



Furniture Bond Planning for 21st Century Learning Environments

As current pedagogy drives change in the design of modern educational buildings, furniture plays an increasingly critical role in a space's flexibility and adaptability and in student engagement. As the importance of furniture becomes more apparent, the question as to how we properly budget for furniture in a 21st century learning environment becomes more critical. This presentation explores initial budgeting strategies for furniture for 21st century learning environments.

In this one-hour presentation, we will review real-life examples through a newly developed, web-based Bond Planning Calculator. This calculator tool takes into consideration the different aspects of furniture budgeting such as the type of construction, grade level, types of spaces and number of students.

Learning Objectives:

- Apply furniture budgeting strategies during the bond planning phase to allow districts more choice when it comes time to select furniture.
- Recognize the effect of an evolving pedagogy on the design of modern educational buildings.
- Describe the influence of furniture in a space's flexibility and adaptability and in student engagement.
- Determine the benefits realized by educational facilities that have implemented 21st century furniture design through case study examples.



For information about VS:
www.vsamerica.com





TAB 6

ADDITIONAL REQUIRED
DOCUMENTS
(APPENDIX C)



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

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:

1. 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:

1. 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.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- 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 confidential 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.)


Dec-6-2019
Date

Jordan Michael, CEO
Authorized Signature & Title

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	<u>VS America, Inc.</u>	Contact	
			Signature
			<u>Claudius Reckord</u>
			Printed Name
			<u>President</u>
			Position with Company
Address	<u>1940 Abbott Street</u>		
	<u>Charlotte, NC 28203</u>		
		Official Authorizing Proposal	
			Signature
			Printed Name
Phone	<u>704-378-6500</u>		
			Position with Company
Fax	<u>704-378-6005</u>		

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:

Starting 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>

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.

I, Claudius Reckord, as an authorized representative of

VS America, Inc., a contractor engaged by

Insert Name of Company

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 424D, ¶ 7; 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:

1. 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;
3. 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
5. 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 construction/reconstruction/renovation and related services, bids must be 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

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. Applicability of Davis-Bacon Act. 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. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- 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 a week.
- 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, 40 U.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. Applicability: 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) Subcontracts. 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. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, 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 part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: 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. Applicability: 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. See 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, VS America, Inc., 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

Claudius Reckord, President

Name and Title of Contractor's Authorized Official

Dec-6-1018

Date"

10. Procurement of Recovered Materials.

- a. Applicability: 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). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- 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. See 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. See 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:

VS America, Inc.

Address, City, State, and Zip Code:

1940 Abbott Street, Charlotte, NC 28203

Phone Number: 704-378-6500

Fax Number:

704-378-6005

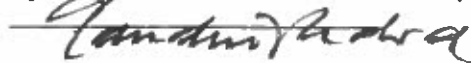
Printed Name and Title of Authorized

Representative: Claudius Reckord, President

Email Address:

c.reckord@vsamerica.com

Signature of Authorized Representative:



DEC-6-2019 Date:

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 partners that you do business with? ☐ Yes ☒ No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. 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 (DBE)

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

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

☐ Yes ☒ No

List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? ☒ Yes ☐ No

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name VS America, Inc.

Contact Person Yuri Ahn

Signature 

Date 12/9/2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



VS AMERICA APPENDIX

10

YEARS LIMITED WARRANTY

BASIC INFORMATION

10 years limited warranty. VS America, Inc. warrants all products provided on the above noted project for 10 years unless otherwise noted. Mechanical components and writable laminates are warranted for three years. The warranty is given to the initial customer and is valid for as long as the initial customer owns the product. This warranty, which runs from the date of delivery, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. Normal wear and tear of the product is not covered under this warranty. **If a VS product is defective**, and if notice of the defect is given to VS America, Inc. within the applicable warranty period, VS America, Inc., at its option, will either repair or replace the defective product with a comparable product or component. **This warranty is in lieu of all other warranties, expressed or implied, and VS America, Inc. hereby disclaims any other warranties or representations of any kind or character with regard to the products sold herein, including, without limitation, their merchantability, suitability or fitness for a particular purpose.**

VS America, Inc.
1940 Abbott Street
Charlotte, NC 28203
704-378-6500



ENVIRONMENTAL INFORMATION 01-Nachhaltigkeit_UA_EN - 16.10.2018 - www.vs-furniture.com

Sustainability at VS.

VS produces furniture that meets the highest quality standards. The company places special demands not only on the functionality, ergonomics and design, but also on the sustainability of its products. Furniture from VS undergoes various independent tests on a regular basis.

BIFMA Certificate Level® 3 in Platinum

VS furniture has received the Level® 3 Platinum certificate in the following BIFMA product categories:

- Chairs made of a metal steel frame, with the upper part of air cushion plastic (air cushion)
- Swivel chairs made of a metal steel frame, with the upper part of air cushion plastic (air cushion)
- Chairs made of a metal steel frame, with the upper part of plywood
- Swivel chairs made of a metal steel frame, with the upper part made of plywood
- School tables made of a metal steel frame and wood-based panels
- Office and multi-purpose tables made of a metal steel frame and wood-based panels
- Carcass furniture made of wood materials

PEFC Wood Certificate. All wood materials used by VS come from sustainably-managed forests in accordance with the guidelines of the "Programme for the Endorsement of Forest Certification Schemes". This has been confirmed by an external audit. The certification entitles VS to bear the PEFC logo on furniture that contains components made wood or wood composites and which are produced at the Tauberbischofsheim site.

FEMB certificate. VS was the first company to undergo an audit to ensure compliance with the forthcoming sustainability standard of the European Federation of Office Furniture (FEMB (Fédération Européenne de Mobilier de Bureau)). The certification was carried out by the German Technical Inspectorate of Rheinland and the national accreditation body of the Federal Republic of Germany DAkkS.

Cradle to Cradle®. The Cradle to Cradle® (C2C) concept of the EPEA International Environmental Research Hamburg describes the safe and potentially-infinite circulation of materials and nutrients in cycles – following nature's example. The concept goes beyond conventional instruments and approaches, which primarily reflect negative human influences on the environment. It looks at the value chain from the raw material to the whereabouts of the product, with the aim of ensuring that the materials are returned to the producer after the products have been used, are recovered by type and thus remain in the recycling system.



ENVIRONMENTAL INFORMATION 02-Material_UA_EN - 16.10.2018 - www.vs-furniture.com

Material selection at VS.

The sustainability of furniture begins at the product development stage with the selection of a few, high-quality components. Composites are avoided. All parts used can be returned to the material cycle after dismantling in accordance with the Vs recycling concept.

Polypropylene. The raw material for VS air cushion seat shells offers good formability and a high degree of flexibility. The scratch and impact resistance of the surface results in a long service life of the products, even under high stress. Propylene is 100% recyclable.

Plastics. Fully-recyclable plastics such as PP, PE, PA, PS, PU, PC and ABS are used for small parts.

Beech wood. Beech wood for plywood seats from VS comes exclusively from certified sustainable forestry. Plywood can be subjected to high loads despite its small cross-section. Water-based paints are used to improve the surface properties.

Chipboard. As the starting product for carcass furniture and table tops, chipboard is usually used with a decorative coating. All chipboard material processed by VS complies with the legally-required emission class E1. The values can be further improved by edging in our own factory, so that results below the LGA limit value of 0.05 ppm (LGA hazardous substance-tested) can be achieved for formaldehyde. Chipboard has a recycling rate of up to 35%, also through the use of saw residue woods. The wood for chipboard manufacture comes from sustainable forestry.

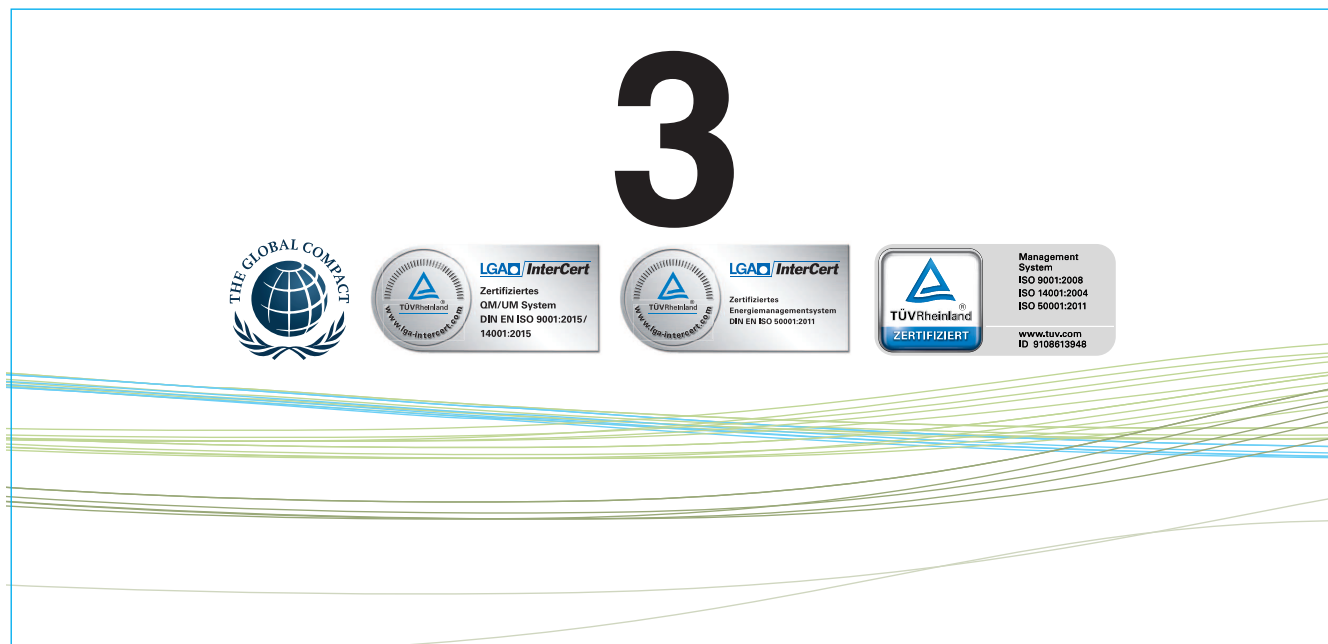
Beech chips. The raw material for the LIGNOdur panels is residual beech wood. The recyclable student's table panels are pressed from beech chips by means of a high-pressure process developed by VS. Compared to chipboard, a LIGNOdur panel has a much higher density, making it very robust and durable – and the panels are especially used in schools because of their impact-resistant surface.

Solid wood. Beech or alder wood from sustainably-managed forests is used to produce profiles and furniture from solid wood.

Steel. The steel tubing used for our table and chair frames has a recycling rate of approx. 40%. It can be processed very flexibly and with a high degree of precision. The tubular steel frames are coated with a solvent-free powder coating. They are durable and can be fully recycled after their useful life.

Aluminium. Die-cast aluminium parts can be formed variably, machined well and are significantly lighter than die-cast steel parts. The aluminium alloy used by VS has a recycling rate of approx. 90%. Visible parts are usually coated with a solvent-free powder coating. After its useful life, aluminium is 100% recycled.

Packaging. Foil packaging is largely dispensed with. The furniture is loaded with reusable blankets and foam parts for safe transport. The transport covers are made of 100% recycling material.



ENVIRONMENTAL INFORMATION 03-Prozesse_UA_EN - 16.10.2018 - www.vs-furniture.com

Processes at VS.

Reduction of environmental impact. Thanks to our own production facilities at the Tauberbischofsheim site, processes and material flows can be optimally coordinated to conserve resources as far as possible. VS regularly invests in the latest facility technology. This continuously increases material efficiency and environmental aspects such as energy and waste water balance can be improved. The wood waste from our production is increasingly being used to produce energy.

Product development. Production is consistently determined by environmental aspects. This starts in our product development, with the selection of a few, high-quality components; composite materials are avoided. All parts used can be returned to the material cycle after dismantling in accordance with the VS recycling concept.

Process-oriented environmental management. The environmental management system in compliance with DIN EN ISO 14001 defines VS requirements for all operational processes. This globally-binding standard continuously improves the company's environmental situation – with regular control processes carried out by independent experts.

Quality Management. ISO 9001 certification forms the basis for the continuous improvement of the company's internal quality management system.

Energy management. The DIN EN ISO 50001 standard refers to factors which can be influenced by the company and adapted to individual requirements. Following this standard, we at VS can systematically and continuously increase our energy efficiency.

Warranty period. We guarantee the long-term durability of our products, enabling us to offer a manufacturer's warranty of three years and a 10-year availability guarantee for all our standard products. If it is ever necessary to replace a part, we can either do this for the customer, or the component can be ordered from the spare parts service.

Delivery route planning. Route planning is carried out efficiently in accordance with transport volume and individual routing. VS prefers to employ transport companies that train their employees to drive economically.

Spare parts service. The service life of the furniture can be extended by repairing or replacing individual components, and a spare parts service is available if required.

Global Compact. VS is a member of the UN Global Compact initiative and is committed to acting as a role model in all corporate processes for compliance with and ongoing monitoring of ethical, social and ecological standards in business – within its own company and throughout the entire supply chain.



ENVIRONMENTAL INFORMATION 04-Sicherheit_UA_EN - 18.10.2018 - www.vs-furniture.com

Product safety at VS.

Products must be safe. They may not endanger the health of consumers and this is extremely important for us in the case of our furniture. We therefore have safety regularly checked and certified by independent institutions.

GS-tested safety. Products with the GS “tested safety” label – and these include all VS standard products – are tested on the basis of German product safety legislation. Technologically, our products are always state-of-the-art. This must be evaluated, tested and confirmed by an accredited testing laboratory. The test is carried out at the manufacturer’s request and is voluntary.

LGA hazardous substance-tested. “LGA hazardous substance-tested” applies to most of VS furniture and panels/boards. The test mark proves that the hazardous substance limit values either comply with all legal requirements, or are well below them. According to the present state of science and knowledge, no threat to health can be expected from the use of these products. LGA hazardous substance-tested can be regarded as being equivalent to the “Blue Angel” (RAL-UZ 38), but it goes far beyond its standard and legal requirements, because in addition to the requirements of the Blue Angel, annual production site monitoring and regular product inspections take place within the framework of a monitoring contract. A lower limit value (0.05 ppm) than the legally-prescribed limit value for formaldehyde emission (0.1 ppm) also applies.

Greenguard – Low Chemical Emissions. Most of the VS range of furniture has been awarded the “Greenguard” or “Greenguard Gold” certificate. The certificate is the US American equivalent of the LGA hazardous substance-tested certificate. It confirms that products comply with the chemical emission limits for use in offices and other interiors. Greenguard Gold certification defines stricter certification criteria than the basic certification for products used in schools, daycare centres and other environments in which children spend long periods of time. The Greenguard certification programmes are recognised by numerous construction assessment programmes, including LEED (Leadership in Energy and Environmental Design).

EGR seal of approval. The AGR Healthy Back Campaign (Aktion gesunder Rücken e.V.) awards the AGR label to products that are certified as having a design that contributes to back health. This certification is carried out by an independent inspection committee consisting of experts from various fields of medicine. These utility articles are suitable for the prevention of back pain and also act as aids in the treatment of illnesses of the musculoskeletal apparatus. The seal of approval is awarded to selected VS chairs, tables and furnishing concepts that meet particularly-outstanding ergonomic requirements.

NF certificate. The NF certificate is particularly important for the French market. It guarantees that a product fulfils the safety and/or quality characteristics defined in the corresponding certification standard. The reference framework consists of French, European or international standards, plus additional product-specific certification rules.

Zertifikat · Certificate

Zertifikatsinhaber:
Certificate holder:



VS Vereinigte Spezialmöbelfabriken GmbH & Co. KG
Hochhäuser Straße 8
D-97941 Tauberbischofsheim
Germany

Zertifikat für:
Certificate for:

Drehstühle aus einem Metallstahlgestell und einem Sitzoberteil aus Kunststoff der Modellreihen:
PantoMove-LuPo, LuPoTurn und NF-Move
Swivel chair made of a metal frame and a seat top made of double-walled, structured plastic by
collection/series:

PantoMove-LuPo, LuPoTurn and NF-Move

Dieses Produkt erfüllt alle erforderlichen Qualifikationen für folgende Kennzeichnung:
This product meets all of the necessary qualifications to be confirmed for the following claim:

level™ 3 – Platin

Übereinstimmend mit BIFMA e3 - 2014e Nachhaltigkeit von Möbeln
Conforms to the BIFMA e3 - 2014e Furniture Sustainability

Registrierungsnummer · Registration No.: FM 60115751 0001
Gültig von/bis · Valid from/to: 10.12.2016 – 09.12.2019

Zertifiziert durch:
Certified by:

K-H. Heider
TÜV Rheinland LGA Products GmbH
Tillystraße 2 · 90431 Nürnberg



The BIFMA sustainability Standard



CERTIFICATE

Certificate Holder	VS Vereinigte Spezialmöbelfabriken GmbH & Co. KG Hochhäuser Str. 8 97941 Tauberbischofsheim Germany
System	Chain of Custody of Forest Based Products
Standard	Chain of custody of forest based products - Requirements (PEFC ST 2002:2013)
Testing basis	Certification scheme „Chain of Custody of Forest Based Products/ Chain of Custody” (CoC) (2017-11)
Testing method	Percentage-based Method
Scope	The control system for the Chain of Custody specifies: - the operational information system with documentation about the origin of the wood raw material from PEFC certified, sustainable managed forests - the personnel responsible for control and implementation of the system - the inventory control and documentation of raw material flows in order to monitor the volume of PEFC certified wood
Registration No.	DC-COC-000480
Valid until	2023-08-12
Remark(s)	See annex for further information.

Zertifikat**Certificate**

Zertifikat Nr. Certificate No.
FN 60132556

Blatt Blatt
0001

Ihr Zeichen Client Reference

Unser Zeichen Our Reference
0010 – 60139684 001

Längstens gültig bis Latest expiration date
06.09.2021 (day/mo/yr)

Genehmigungsinhaber License Holder

VS Vereinigte Spezialmöbelfabriken GmbH & Co. KG
Hochhäuser Str. 8
97941 Tauberbischofsheim
Deutschland

Prüfzeichen Test Mark**Geprüft nach Tested acc. to**

FEMB level:2017

FEMB Sustainability requirements for office and
non-domestic furniture for indoor use - Edition 2017

Zertifiziertes Produkt (Geräteidentifikation)
Certified Product (Product Identification)

Stühle / Metallgestell, Kunststoffsitze

Stühle der Modellreihen:

Chairs by collection / series:

Compass-LuPo, PantoSwing-LuPo, LuPoStool, LuPoGlide,
PantoFour-LuPo, B1-Chair, NF-Swing, NF-Compass

Diese Produkte erfüllen alle erforderlichen Voraussetzungen
für folgende Kennzeichnung: Level 3

These products meet all necessary requirements for the
following marking: Level 3

ANLAGE (APENDIX): 1; Seite/page 1-1

Dem Zertifikat liegt unsere Prüf- und Zertifizierungsordnung zugrunde.
Eine unabhängige Bewertung wurde durchgeführt
This certificate is based on our Testing and Certification Regulation.
An independent assessment has been conducted.

Certification Body
accredited by
NAB under ISO/IEC
17065



TÜV Rheinland LGA Products GmbH, Tillystraße 2, 90431 Nürnberg
Tel.: +49 221 806 – 1371 e-mail: cert-validity@de.tuv.com
Fax: +49 221 806 – 3935 http://www.tuv.com/safety

Zertifizierungsstelle
Certification Body

K.-H. Heider
K.-H. Heider



Ausstellungsdatum Date of Issue: 07.09.2018 (day/mo/yr)

CERTIFICATE OF COMPLIANCE



VS America, Inc.

PantoSwing-LuPo

Restrictions:

3530-420

Certificate Number

03/22/2007 - 03/22/2020

Certificate Period

Certified

Status

UL 2818 - 2013 Gold Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Building products and interior finishes are determined compliant in accordance with California Department of Public Health (CDPH) Standard Method V1.2-2017 using a Classroom Environment.

Product tested in accordance with UL 2821 test method to show compliance to emission limits on UL 2818. Section 7.1 and 7.2.



UL investigated representative samples of the identified Product(s) to the identified Standard(s) or other requirements in accordance with the agreements and any applicable program service terms in place between UL and the Certificate Holder (collectively "Agreement"). The Certificate Holder is authorized to use the UL Mark for the identified Product(s) manufactured at the production site(s) covered by the UL Test Report, in accordance with the terms of the Agreement. This Certificate is valid for the identified dates unless there is non-compliance with the Agreement.

Zertifikat**Certificate**

Zertifikat Nr. Certificate No.
S 60127940

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0001

Ihr Zeichen Client Reference

Unser Zeichen Our Reference
0010--21193313 002

Längstens gültig bis
21.03.2020

Latest expiration date
(day/mo/yr)

Genehmigungsinhaber License Holder

VS Vereinigte Spezialmöbel-
fabriken GmbH & Co. KG
Hochhäuser Str. 8
97941 Tauberbischofsheim
Deutschland

Fertigungsstätte Manufacturing Plant

VS Vereinigte Spezialmöbel-
fabriken GmbH & Co. KG
Hochhäuser Str. 8
97941 Tauberbischofsheim
Deutschland

Prüfzeichen Test Mark

Geprüft nach Tested acc. to
DIN EN 1729-1/02.16
DIN EN 1729-2/03.16

Zertifiziertes Produkt (Geräteidentifikation)
Certified Product (Product Identification)

Lizenzentgelte - Einheit
License Fee - Unit

Schulstuhl School chair

Cantilever school chair model range "PantoSwing"
Model No.: 31400, 31401

6

Frame made of multiple bent steel tube Ø 22 mm, powdercoated or chromed. Tube ends closed with plastic covers. Size categories 4 - 7 with additional cross beam between leg tubes.

Single parted seat-backrest shell made of double-walled, structured polypropylene (LuPo) with air-cushion effect and grip hole, connected to the frame with four screws and plastic wedges.

Glide-element variants: plastic, felt and 2K glide elements

Replaces certificate No. S 60089797

6

Dem Zertifikat liegt unsere Prüf- und Zertifizierungsordnung zugrunde.
Produkt und Fertigungsstätte erfüllen § 20 und § 21 des Produktsicherheitsgesetzes.

This certificate is based on our Testing and Certification Regulation.
Product and production fulfill par § 20 and § 21 of the Product Safety Law.

TÜV Rheinland LGA Products GmbH, Tillystraße 2, 90431 Nürnberg

Tel.: +49 221 806-1371 e-mail: cert-validity@de.tuv.com
Fax: +49 221 806-3935 http://www.tuv.com/safety

Übersetzung/Translation

Ausstellungsdatum Date of Issue : 22.03.2018 (day/mo/yr)

Zertifizierungsstelle



K.-H. Heider

LGA - Tested - Zertifikat

LGA-Tested-Certificate



Genehmigungsinhaber
License Holder

**VS Vereinigte Spezialmöbel-
fabriken GmbH & Co. KG**
Hochhäuser Str. 8
97941 Tauberbischofsheim
Deutschland

Zertifiziertes Produkt (umseitig näher bezeichnet)
Certified Product (specified overleaf)

**Schüler- und Mehrzweckstühle mit Kunststoffsitz,
Kunststofflehne gepolstert und ungepolstert**

Prüfzeichen Test Mark



LGA-Tested-Zertifikats-Nr.:
LGA-Tested-Certificate No.

LH 60106646 0001

Untersuchungsbericht-Nr.:
Test Report No.

21245113 001

Dieses Zertifikat ist gültig bis:
This certificate is valid till

22.02.2021

Geprüft nach Tested acc. to
2 PfG S 0121/03.13

Datum Date 23.02.2016

Zertifizierungsstelle Certification Body

Dr. J. Galinkina



Dem Zertifikat liegt unsere Prüf- und Zertifizierungsordnung zugrunde.

This certificate is based on our Testing and Certification Regulations.

Das Produkt entspricht o.g. Anforderungen, die Herstellung wird überwacht.

The product fulfills above mentioned requirements, the production is subject to surveillance.

TÜV Rheinland LGA Products GmbH - Tillystraße 2 - 90431 Nürnberg

Tel.: +49 221 806-1371 Fax: +49 221 806-3935 e-mail: cert-validity@de.tuv.com <http://www.tuv.com/safety>

LICENSED MARKS:



Cradle to Cradle Certified™ Silver

THE LICENSED MARKS IDENTIFIED ABOVE MAY BE LICENSED TO:

**VS Vereinigte Spezialmöbelfabriken
GmbH & Co.KG**

FOR THE BELOW LISTED CERTIFIED PRODUCTS ASSOCIATED WITH THE NAME:

JumperAirActive

Only the following products are considered Certified Product(s)
within the scope of this certification and the associated
Trademark License Agreement:

JumperAirActive

Cradle to Cradle Products Innovation Institute

ISSUE DATE

17 January 2019

CERTIFICATION #

3864

EXPIRATION DATE

16 January 2021

LEAD ASSESSMENT BODY:

EPEA GmbH



Certified under Version 3.1 of the Cradle to Cradle Certified™ Product Standard
Use of Licensed Marks is subject to terms and conditions of the C2CPI Trademark License Agreement and Trademark Use Guidelines.
Cradle to Cradle Certified™ is a certification mark licensed by the Cradle to Cradle Products Innovation Institute

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. VS America Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 1940 Abbott Street	Requester's name and address (optional)
	6 City, state, and ZIP code Charlotte, NC 28203	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][]-[][]-[][][][][][] or Employer identification number 5 1 - 0 4 6 9 3 2 2
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>study</i>	Date ► <i>3/6/2019</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co 1301 Gervais Street, Suite 400 Columbia SC 29201	CONTACT NAME: Tena Johnson PHONE (A/C, No. Ext): E-MAIL ADDRESS: tena_johnson@aig.com FAX (A/C, No): 803-252-1988
INSURED VS America, Inc. 1940 Abbott Street, Suite 501 Charlotte NC 28203	INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Insurance Company INSURER B: Phoenix Insurance Company INSURER C: Travelers Property Casualty Co of America INSURER D: Standard Fire Insurance Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1763712239**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6308L951148	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8108L927394	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP8M554071	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	UB 8L927486	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile Deductibles: \$500 comprehensive, \$500 collision

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State/Region	Dealer Name	Street Address	City	State	Zip Code	Main Contact	Phone Number	Email	Phone Number
Florida	Beaux-Arts Group - Tampa	8757 BENJAMIN RD	Tampa	FL	33634	ANNE EVERETT	813-880-8886	AEVERETT@BEAUXARTSGROUP.COM	
	Beaux-Arts Group - Orlando	4500 New Broad Street, Suite 150	Orlando	FL	32814			info@orlando.beauxartsgroup.com	
	Beaux-Arts Group Ft. Myers	13100 Westlinks Terrace, Unit 11	Orlando	FL	33913			info@ftmyers.beauxartsgroup.com	
Florida	Classroom Outfitters, LLC	13901 SW 106th street, Suite 11	Myers	FL	33157	Rick Brewer	877-509-0664	rick@classroomoutfitters.com	
Florida	INTERIOR FUSION LLC	8380 BAY PINES BLVD	St Petersburg	FL	33709	RICH CAREY	727-490-2320	RFENDLEY@IFSDV.COM	
Florida	Office Environments - Tallahassee	1801 Hermitage Blvd, Suite 170	Tallahassee	FL	32308	Jack Mozley	850-915-0542	jmozley@officeenvironments.com	
Florida	Office Environments - Gainesville	237 SW 7th Terrace, Suite B	Gainesville	FL	32601	Judy Osbirn	352-224-5161	josbirn@officeenvironments.com	
Florida	Office Environments - Pensacola	25 West Cedar Street, Suite 410	Pensacola	FL	32502	Beth Smith	850-434-1165	bmith@officeenvironments.com	
Florida	Office Furniture Depot	2440 US98 North	Lakeland	FL	33805	David Boles	863-682-3450	d.boles@officefurnituredepot.com	
Florida	Empire Office - Orlando	2315 Lynx Ln. #17	Orlando	FL	32804	Michael Malone	407-628-2400	mmalone@empireoffice.com	
Florida	Empire Office - Hollywood	2 Oakwood Blvd H140	Hollywood	FL	33020	Danny Garcia	954-707-6210	dgarcia@empireoffice.com	
Florida	IFS Business Interiors	629 West Briard St.	Tallahassee	FL	32304	Stefanie Brawner-Caldwell	850-536-0888	shrawner-caldwell@ifsbi.com	
Florida	Schoolhouse Products Inc.	13517 Prestige Place Suite 101	Tampa	FL	33635		800-942-3360	info@schoolhouseproducts.com	813-955-1414
Florida	Empire Office - Tampa	1000 North Ashley Drive, Suite 130	Tampa	FL	33602	Nina Cruz	813-543-5011	ncruz@empireoffice.com	
Florida	Ernie Morris Enterprises	2535 Ivy Street East	Cumming	GA	30041	Contact: Adin Burchfield - General Manager	470-239-4043	aburchfield@erniemorris.com	
Mississippi	Sheldon Laboratory Group	102 Kirk Street	Crystal Springs	MS	39059	Eddie Adkins	601-892-7105	edkins@sheldonlabs.com	
Mississippi	Carr and Company	PO Box 1664	Madison	MS	39110	Michael Carr	601-605-2511	michael@carrandcompany.org	
Arizona	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	ray.near@saxtonbradley.com	
Montana	I2 Office Products	700 Sunset Blvd.	Kalispell	MT	59901	John Flink	406-752-8520		
Utah	Edutek Corporation	79 West 4500 South, Suite #24	Murray	UT	84107	Todd Fairbourn	801-747-0050		
Utah	Midwest Commercial Interiors	987 South West Temple	Salt Lake City	UT	840101	Sean Wright	801-505-4288	ray.near@saxtonbradley.com	
Utah	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	jsutter@tropegroup.com	
Northern California	Trope Group	2305 Circadian Way	Santa Rosa	CA	95407	Jennifer Sutter	707-546-8181	dderny@insidesource.com	
Northern California	Inside Source/Young (South Bay location)	985 Industrial Rd #01	San Carlos	CA	94070	Dave Derry	650-508-9101	ssstone@oneworkplace.com	
Northern California	One Work Place (SF location)	475 Brannan Street, Suite 210	San Francisco	CA	94107	Shelby Stone	415-357-2245	jinierman@oneworkplace.com	
Northern California	One Work Place East Bay location)	7220 Edgewater Drive	Oakland	CA	94621	Josh Niederman	650-464-0680	ljprotsman@oneworkplace.com	
Northern California	One Work Place (South Bay location)	2500 De La Cruz Blvd.	Santa Clara	CA	95050	TJ Protsman		rljmenez@pivotinteriors.com	
Northern California	Pivot Interiors (Northern Cal)	703 Market Street Ste 1400	San Francisco	CA	94103	Rosana Jimenez	415-544-6466	ccampbell@campbellkeller.com	
Northern California	Campbell-Keller	3041 65th Street Suite 3	Sacramento	CA	95820	Craig Campbell	916-231-9255	dean@ddsecurity.com	
Northern California	D & D Security Resources	200 Mason Circle, Suite 200	Concord	CA	94520	Dean Smith, President	925-286-8718	patrickm@ucfinc.com	
Northern California	One Workplace (formerly UCF)	1780 N. Market Blvd	Sacramento	CA	95834	Patrick McGiff	916-452-1851		
Northern California	Palace Business Solutions	2606 Chanticleer Avenue	Santa Cruz	CA	95065	Jamin Trowbridge, Regional Vice President	831-476-3815 Ext: 329	jamtnt@ppalace.com	
Illinois	Frank Kenworthy	1226 N. Michael Drive, Suite C	Wood Dale	IL	60191	Gregory Cooney	630-694-8800	gregory@frankcooney.com	
Iowa	Storey Kenworthy	1333 Ohio St.	Des Moines	IA	50314	Jennifer Peterson	515-954-3417	jpeterson@storeykenworthy.com	
Iowa	Sheppard's Business Interiors	725 S 72nd St	Omaha	NE	68114	Ken Sigmom	402-393-6083	ksigmom@sbi-omaha.com	
Iowa	Frank Cooney	1226 N. Michael Drive, Suite C	Wood Dale	IL	60191	Gregory Cooney	630-694-8800	gregory@frankcooney.com	
Wisconsin	Henricksen	3070 Gateway Rd.	Brookfield	WI	53045	Kristin Matter	262-373-3217	k.matter@henricksen.com	
Minnesota	Intereum	9800 8th Ave. N.	Plymouth	MN	55441		763-417-3300	ksorenson@intereum.com	
Southern California	Culver Newlin	520 E Rincon Street	Corona	CA	92879	Heather Bushem	947-597-0123	heatherb@culver-newlin.com	
Hawaii	Office Pavilion	50 S Beretania St #208b,	Honolulu	HI	96813	Judy Barnhart	808-599-2411	judy@op-hawaii.com	
North Carolina	Perfection Equipment Company	135 Harold Andrews Road, PO Box 483	Siler City	NC	27344	Paul Trageser			

AUTHORIZED DEALER LIST

Vermont	Robert H. Lord Company	220 Chapel Rd.	Manchester	CT	06042	Rob Romay	860-645-8700	robromay@hlco.com
Vermont	Creative Office Pavilion - Burlington	148 College St., Suite 400	Burlington	VT	05401	Derek MacDonald	802-660-7000	dmacdonald@cop-inc.com
Rhode Island	Robert H. Lord Company	220 Chapel Rd.	Manchester	CT	06042	Rob Romay	860-645-8700	robromay@hlco.com
Rhode Island	Creative Office Pavilion - Providence	10 Mutual Place	Providence	RI	02906	Liz Cochrane	401-274-2444	lcochrane@cop-inc.com
New York City	WB Wood (New York)	225 Park Avenue South, Suite 201	New York	NY	10003		212-647-6200	
New York City	Creative Office Pavilion	180 Madison Avenue, 20th Floor	New York	NY	10016		646-590-1700	S.cheng@cop-inc.com
New York City	Evenson Best	641 Avenue of the Americas	New York	NY	10011		212-549-8000	m.feeny@evensonbest.com
New York City	Empire Office	105 Madison Ave., 15th Floor	New York	NY	10016		212-607-5677	eroberson@empireoffice.com
New York City	The Whalen Berez Group	209 Heyers Mill Rd.	Colts Neck	NJ	07722		732-946-1078	jwhalen@thewbg.com
New York City	Jefferson Group	85 Research Drive	Stamford	CT	06906		877-978-8500	info@jefferson-group.com
New York	Allanza	4 North Broadway	Nyack	NY	10960	Dawn Cannon	845-675-7337	dcannon@allanza.com
New York	Design Space Studios	7 Gilhall Circle	Fairport	NY	14450	Brenna L Thiering	585-703-6321	brenna@designspacestudios.com
New York	FM Office Express Inc	106 Despatch Drive	East Rochester	NY	14445	Fabricio Morales	585-419-6590	fmorales@fmop.com
New York City	Business Furniture Inc	237 West 35th Street	New York	NY	10001	Ellen Hains	646-825-6265	ehains@bfi.furniture.com
New Jersey	Soyka Smith Design Studios	52 Watchung Ave.	Montclair	NJ	07043		973-783-7032	
New Jersey	Reed Associates, Inc.	1500 Industry Road, Suite P	Hatfield	PA	19440-3271		215-256-9572	
New Jersey	BFI	10 Landex Plaza West	Parsippany	NJ	07054		973-503-0730	
New Jersey	Tanner North Jersey	1251 Lakewood-Farmingdale Rd.	Howell	NJ	07731		888-722-0087	
New Jersey	WB Wood (New Jersey)	175 Morristown Road	Basking Ridge	NJ	07920		908-901-0001	
New Jersey	The Whalen Berez Group	209 Heyers Mill Rd.	Colts Neck	NJ	07722		732-946-1078	jwhalen@thewbg.com
Pennsylvania	Reed Associates, Inc.	1500 Industry Road, Suite P	Hatfield	PA	19440-3271		215-256-9572	
Pennsylvania	Tanner Furniture	7813 Derry Street	Harrisburg	PA	17111		717-985-9700	
Oregon	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	ray.near@saxonbradley.com
Alaska	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	ray.near@saxonbradley.com
Washington	SBI	801 SW 16th St., Suite 200	Renton	WA	98057	Ray Near	206-510-6333	ray.near@saxonbradley.com
Indiana	Sharp School Services	6400 Lincolnway	Hobart	IN	46342	David Sharp	219-741-2421	dsharp@sharpschoolservices.com
Ohio	Continental Office Environments	319 S. Market Street	Coldwater	OH	45828	Lisa Welch	614-262-5010	lwelch@continentaloffice.com
Ohio	Elements IV	3680 Wyse Road	Dayton	OH	45414	Mark Williams	937-918-1000	
Ohio	Martin Public Seating	8425 Ryan Rd	Seville	OH	44273	John Martin	330-769-2723	johnmartin@martinpublicseating.com
Ohio	Zimmerman School Equipment	7335 Havens Corners Rd	Blacklick	OH	43004		614-861-6383	
Ohio	Loth (Cincinnati)	3574 E. Kemper Road	Cincinnati	OH	45241		513-554-4900	
Ohio	Loth (Columbus)	855 Grandview Avenue	Columbus	OH	43215		614-487-4000	
Ohio	King Business Interiors	6155 Huntley Road, Suite D	Columbus	OH	43229		614-756-4018	
Ohio	RIE Business Interiors (Cincinnati)	623 Broadway St	Cincinnati	OH	45202		513-641-3700	
Kentucky	KPC Architectural Products	2591 Palumbo Drive	Lexington	KY	40555	Dan Smith	859-269-3646	kpc@bluegrass.net
Kentucky	Tom Sexton & Associates	65 Cummings Drive	Walton	KY	41094	Mark Edwards	859-485-7065	markedwards1@fuse.net
Alabama	TMG Educational Interiors (formerly The Well Group)	100 Union Hill Drive, Suite 100	Birmingham	AL	35209		205-877-3131	chris@imgllc.biz
Alabama	Office Environments	1827 1st Street North, Suite 101	Birmingham	AL	35203	Bill Casey	205-443-8300	
Alabama	RPA Inc.	2700 4th Ave S	Birmingham	AL	35233	Ross Pritchard	203-324-5641	
Georgia	Dekalb Office Environments	1320 Ridgeland Parkway	Alpharetta	Ga	30004	Ed O'Connor	770-360-0200	
Georgia	Russell Ventures	322 Northpoint Parkway Suite D	Acworth	GA	30102	Richard Russell	678-574-9805	richard@russellventures.com
Georgia	CWC	4343 North East Expressway	Atlanta	GA	30340	Sonya Tablada	770-493-8200	
Georgia	Niswonger Audio Visual Center	1125 Cripple Creek Drive	Lawrenceville	GA	30043	Contact: Adam Yates	770-338-0335	adam@niswongerav.com
Georgia	Ernie Morris Enterprises	2535 Ivy Street East	Cumming	GA	30041	Contact: Adin Burchfield - General Manager	470-239-4043	aburchfield@erniemorris.com
Virginia	Commonwealth School Equipment, Inc.	21403 Hull Street Rd	Moseley	VA	23120	David Hawkins	804-739-4575	dhawkinsva@verizon.net
Virginia	Delta Graphic Inc.	12532 Branders Bridge Road	Chesterfield	VA	23831	Tam Moody	804-748-6448	tmoody@deltagraphic.com
Virginia	DES	1037 30th Street NW	Washington	DC	20007	Ray Lanham	202-877-3882	rlanham@des.com
Virginia	FSI Office	2312 Mariner's Mark Way, Unit 303	Va. Beach	VA	23451	Bill Walde	800-845-2013 Ext: 2511	billwalde@formsandsupply.com
Virginia	Washington Group Solutions	101 W. Broad Street, 2nd Floor	Falls Church	VA	22046-4200		703-237-9596	furniture@wgoffice.com
West Virginia	Commonwealth School Equipment, Inc.	21403 Hull Street Rd	Moseley	VA	23120	David Hawkins	(804) 739-4575	dhawkinsva@verizon.net
West Virginia	Capitol Business Interiors	711 Indiana Ave	Charleston	WV	25302		304-343-7551	www.cbivw.com
District of Columbia	PI & Co.	14081 Gated Drive, PO Box 231	Glenwood	MD	21738	Paul Johnson	811-825-7803	pjohnson@piandco.com
District of Columbia	Commonwealth School Equipment, Inc.	21403 Hull Street Rd	Moseley	VA	23120	David Hawkins	(804) 739-4575	dhawkinsva@verizon.net
District of Columbia	Washington Group Solutions	101 W. Broad Street, 2nd Floor	Falls Church	VA	22046-4200		P 703.237.9596	furniture@wgoffice.com
District of Columbia	Delta Graphic Inc.	12532 Branders Bridge Road	Chesterfield	VA	23831	Tam Moody	804-748-6448	tmoody@deltagraphic.com
District of Columbia	DES	1037 30th Street NW	Washington	DC	20007	Emily Thornton	202-877-3882	emily.thornton@DES-DC.com
Maryland	American Design Associates	606 Baltimore Avenue, Suite 405	Towson	MD	21204	Jim Jones	410-823-5500	jjones@americandesignonline.com
Maryland	Douron	10 Painter's Mill Road	Owings Mills	MD	21117	Frank Clark	410-363-2600	fcark@douron.com
Delaware	GABianco & Sons, Inc		New Castle	DE	19722	Karen Alexander	800-931-0027	kalexander@gabianco.com
Delaware	Corporate Interiors, Inc.	223 Lisa Dr	New Castle	DE	19722	Fred Leone	800-690-9101	FLeone@corporate-interiors.com
Colorado	OfficeScapes School Division	4110 High Country Rd	Colorado Springs	CO	80907	Lee Stapp	719-574-1113	
Wyoming	OfficeScapes School Division	4110 High Country Rd	Colorado Springs	CO	80907	Lee Stapp	719-574-1113	
New Mexico	OfficeScapes School Division	4110 High Country Rd	Colorado Springs	CO	80907	Lee Stapp	719-574-1113	
Kansas	Scott Rice Office Works	14720 W 105th St	Lenexa	KS	66215	Stacy Roth	816-786-5888	stacyr@scotrice.com
Missouri	Scott Rice Office Works	14720 W 105th St	Lenexa	KS	66215	Stacy Roth	816-786-5888	stacyr@scotrice.com

Missouri	CI Select	11840 Westline Industrial Dr. Suite 100	St Louis	MO	63146	Stacey Wellen	314-909-1990	swellen@ciselect.com	
Nebraska	Sheppard's Business Interiors	725 S 72nd St	Omaha	NE	68114	Ken Sigmom	402-393-6083	ksigmom@sh-omaha.com	
Nebraska	Office Interiors and Design	1401 Dahlberg Dr Suite A	Lincoln	NE	68512	Sara Downes	402-484-7500	sara.downes@oidinc.com	
Nebraska	Ask Supply	2116 Ave N	Kearney	NE	68848	Kirby Wilson	308-234-5166	Kirby@asksupply.com	
North Dakota	Accent Learning Environments	191 Cavalier Street North	Pembina	ND	58271	Curt Seed	701-825-6349	kkuphal@canfieldco.com	
South Dakota	Canfield Business Interiors	402 West 9th Street	Sioux Falls	SD	57104	Kevin Kuphal	605-274-8142	evergreenbill@ttccrc.com	
South Dakota	Evergreen Office Products	811 St Joseph St	Rapid City	SD	57701	Bill Newhouse	605-343-8265	jeff@swiftofficesolutionsok.com	
Arkansas	Swift Education Solutions	5666 S 122nd E Ave, Suite B-7	Tulsa	OK	74146	Jeff Krisman	918-892-6950	wboyd@thompsoneducationalfurnishings.com	
Arkansas	Thompson Educational Furnishings	1400 S Fretz, Suite 160	Edmond	OK	73003	Wayne Boyd	405-285-0323	wboyd@thompsoneducationalfurnishings.com	
Oklahoma	Thompson Educational Furnishings	1400 S Fretz, Suite 160	Edmond	OK	73003	Wayne Boyd	405-285-0323	jeff@swiftofficesolutionsok.com	
Oklahoma	Swift Education Solutions	5666 S 122nd E Ave, Suite B-7	Tulsa	OK	74146	Jeff Krisman	918-892-6950	brad@copelins.com	
Oklahoma	Copelin Contract Furniture		Norman	OK	73069	Brad Copelin	405-919-8068	paul.glavas@scottriceok.com	
Oklahoma	Scott Rice Workspace Solutions	6900 N Bryant Ave	Oklahoma City	OK	73121	Paul Glavas	405-848-3999	kirk@worthingtoncf.com	
Southern Texas	Worthington Contract Furniture	3006 Longhorn Blvd	Austin	TX	78758	Kirk Worthington	512-331-1628	darnold@arnold-associates.com	
Louisiana	Arnold and Associates Interiors, Inc	3707 Government Street	Baton Rouge	LA	70806	DeLisa Arnold	225-343-2702	s.dumes@thinkaas.com	
Louisiana	AOS	400 Poydras Street, Suite 1700	New Orleans	LA	70130	Suzanne Dumez	504-561-8400	philmartin@generalofficesupply.net	
Louisiana	General Office Supply Co.	1003 Jefferson St.	Lafayette	LA	70501	Phil Martin	337-237-2563	rchrismart@gmail.com	
Michigan	Great Lakes Furnishings	590 East 32nd St.	Holland	MI	49423	Ron Chrisman	616-296-1201	brad@onestarfurnishings.com	
Northern Texas	Lone Star Furnishings	4301 Reeder Dr	Carrollton	TX	75010	Brad Jones	972-862-9900	csmith@meteoreducation.com	
North Texas	MeTEOR Education (formerly Contrax Furnishings)	690 NE 23rd Avenue	Gainesville	FL	32609	Caroline Smith	352-416-1323	LLOCKE@bkmtexas.com	
North Texas	BKM Total Office	9755 Clifford drive-Suite 100	Dallas	TX	75220	Lisa Locke	214-902-7215	reedr@mckinneyofficesupply.com	
North Texas	McKinney Office Supply	117 W Louisiana	McKinney	TX	75069	Reed Ruschhaupt	972-562-5020		