

**Region 4 Education Service Center (ESC)**

**Contract # R2210-04**

*for*

Ergonomic Workplace Solutions

*with*

**Vari Sales Corporation**

Effective: January 1, 2023



The following documents comprise the executed contract between the Region 4 Education Service Center and Vari Sales Corporation effective January 1, 2023:

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



## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2022 by and between Vari Sales Corporation ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Ergonomic Workplace Solutions ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-10\_ for Ergonomic Workplace Solutions ("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.



- 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.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) 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.



**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 Vari Sales Corporation  
Address 450. N Freeport Parkway  
City/State/Zip Coppell, TX, 75019  
Telephone No. 1800-207-2587  
Email Address RFP@vari.com  
Printed Name Sade Williams  
Title Sr. RFP and Contracts Specialist  
Authorized signature *sade williams*

**Accepted by Region 4 ESC:**

Contract No. R2210-04

Initial Contract Term 1/1/2023 to 12/31/2025

*Carmen T. Moreno*  
Region 4 ESC Authorized Board Member

10/25/2022

Date

Carmen T. Moreno  
Print Name

*Victor E. White*  
Region 4 ESC Authorized Board Member

10/25/2022

Date

Victor E. White  
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]



## RFP 22-10 Ergonomic Workplace Solutions

### VARI:

1. Please acknowledge and complete Appendix A-Offer and Contract Signature Form, Appendix B, and Appendix C Additional Required Documents (DOC #1 to #4 complete 1295 link process and include form document with your follow up)
2. Provide clarification of products offered in Vari's Value Add response include any catalog materials
3. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
4. Submit response to Crystal Wallace, Business Operations Specialist at [questions@esc4.net](mailto:questions@esc4.net) no later than October 6, 2022.



# vari.®

## RFP Supplemental Response

#22-10 Ergonomic Workplace Solutions





The background image is a dimly lit office space. On the left, there is a desk with a computer monitor and some equipment. In the center, a rolling cabinet stands between two desks. On the right, another desk is visible with a clock on the wall behind it. The overall atmosphere is professional and modern.

# Appendix A



## **APPENDIX A**

### **DRAFT CONTRACT**

*This Contract ("Contract") is made as of October 5th, 2022 by and between Vari Sales Corporation (Contractor) and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Ergonomic Workplace Solutions ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R 22-10 for Ergonomic Workplace Solutions ("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.



- 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:
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- 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.
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- 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.

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- 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.

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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.



**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 Vari Sales Corporation  
Address 450 Freeport Pkwy  
City/State/Zip Copell, TX 75019  
Telephone No. 972-538-4242  
Email Address Craig.Storey@vari.com  
Printed Name Craig Storey  
Title Chief Financial Officer

Authorized signature *Craig Storey*  
Craig Storey (Oct 5, 2022 16:00 CDT)

**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



The background image is a dimly lit office space. On the left, there is a desk with a computer monitor and keyboard. In the center, a desk with a lamp and a small cabinet underneath. On the right, another desk with a chair. A clock is visible on the wall in the background.

# Appendix B



## 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]





# Appendix C



**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



**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.)*

October 5, 2022  
\_\_\_\_\_  
Date

Craig Storey  
Craig Storey (Oct 5, 2022 16:00 CDT)

\_\_\_\_\_  
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**

Vari Sales Corporation

**Contact**

Candice Liles

Candice Liles (Oct 5, 2022 15:19 CDT)

**Signature**

Candice Liles

**Printed Name**

Program Manager

**Position with Company**

**Address**

450 Freeport Pkwy

Coppell, TX  
75019

**Official  
Authorizing  
Proposal**

Craig Storey

Craig Storey (Oct 5, 2022 16:00 CDT)

**Signature**

Craig Storey

**Printed Name**

Chief Financial Officer

**Position with Company**

**Phone**

972-538-4242

**Fax**



## **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](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](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>



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VARI Sales Corporation  
coppell, TX United States

Certificate Number:  
2022-915784

Date Filed:  
07/28/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

OMNIA Partners Region 4

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

National Cooperative Contract  
Furniture, design and installation services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tsay, Tsai-Wan	Taichung City Taiwan China	X	
	Tech Meng, Chong	Kota Kinabalu Sabah Malaysia	X	
	Flaherty, Dan	Coppell, TX United States	X	
	Storey, Craig D	Coppell, TX United States	X	
	Lamb, Arthur Jeff	Coppell, TX United States	X	
	McCann, Jason Scott	Coppell, TX United States	X	

5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is CRAIG D STOREY, and my date of birth is 31 Mar 1968

My address is 722 BANKERS COTTAGE LN COPPELL TX 75091 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 28th day of July, 2022.  
(month) (year)

C. D. Storey  
Signature of authorized agent of contracting business entity  
(Declarant)



**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Craig Storey, Chief Financial Officer, as an  
authorized representative of  
Vari Sales Corporation, 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.

Craig Storey  
Craig Storey (Oct 5, 2022 16:00 CDT)

Signature of Named Authorized Company Representative

October 5, 2022

Date



The background image is a dimly lit office space. On the left, there is a desk with a computer monitor and keyboard. In the center, a small three-drawer cart on wheels stands between two desks. To the right, another desk with a chair is visible. A large clock is mounted on the wall in the background. The overall scene is dark and moody, with the text 'Appendix D' overlaid in the center.

# Appendix D





# Value Adds – Products, Pricing\* & Warranty

\*All pricing submitted in response are subject to additional 5% temporary surcharge.

**vari.**



# Pricing – Lighting and Power

vari.

SKU	ITEM	
42686	LED Task Lamp + Wireless Charger (Black)	
43369	Power Hub	
42007	Power Strip 8ft	
43148	Power Strip 15ft	
400770	Halo Hardwire 31 Natural White	
400857	Halo Hardwire 31 Warm White	
400858	Halo Hardwire 40 Natural White	
400859	Halo Hardwire 40 Warm White	
401540	48" Dekko Power Pack - Starter Kit	
401541	48" Dekko Power Pack - Extension Kit	
401542	60" Power Pack - Starter Kit	
401543	60" Power Pack - Extension Kit	
401544	72" Power Pack - Starter Kit	
401545	72" Power Pack - Extension Kit	
401547	Receptacle 1 Pack (3+1)	
401548	Receptacle 2 Pack (3+1)	
401549	Receptacle 3 Pack (3+1)	
401550	Receptacle 20-amp Pack (2+2)	



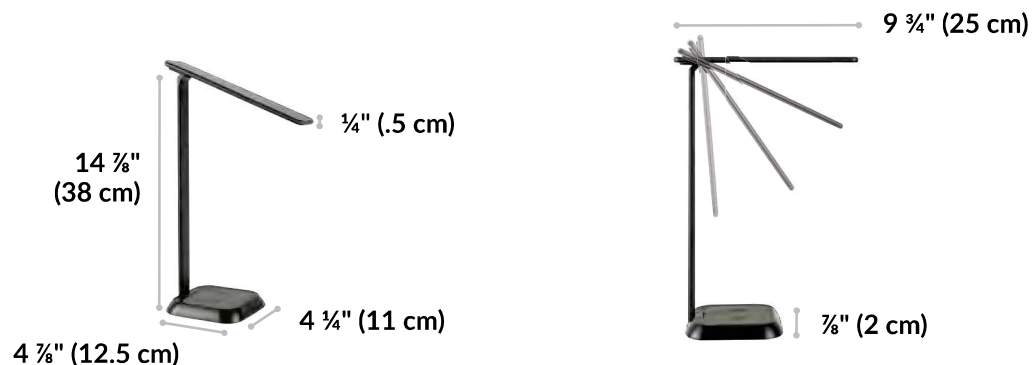
# LED Task Lamp + Wireless Charger

**vari.**<sup>®</sup>



The LED Task Lamp + Wireless Charger offers fast, convenient, cordless charging and customizable LED light. The base doubles as a wireless charger for compatible phones, and the long-lasting, flicker-free LED offers 4 brightness and color settings. It comes fully assembled and ready to light up your workspace.

- Wireless Phone Charger in Base charges Qi compatible devices
- Energy-Efficient, Long-Lasting LEDs, No Bulbs to Replace
- 4 Color Settings: Warm White, Soft White, Natural White, Cool White
- Simple Touch Switches for All Functions
- UL Listed Adapter





# Power Hub

vari®



The Power Hub is a simple way to charge all your devices and power on all your electronics in one place. Plug the Power Hub into a grounded outlet, clamp it to the edge of your desk or table, tighten, and you're ready to work. Keep your electronics right where you need them and keep desktops organized with all your cords and cables plugged into one place.

- Easily Clamps to Desk
- 3 AC Outlets and 2 USB Ports (3.0 A and 2.4 A)
- Includes an Overload Protector to Safeguard Your Devices





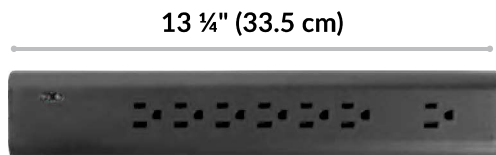
# Power Strip

**vari.**<sup>®</sup>



Vari<sup>®</sup> Power Strip provides a safe, convenient power source for any active workspace. Designed with 7 outlets and built-in surge protection, it can accommodate plenty of devices, large and small. The attractive slate gray finish will complement any Vari office product perfectly.

- 3 Cord Lengths Available: 8ft, 15ft, and 25ft
- 45° Angled Plug
- 7 Outlets
- Includes a Surge Protector to Safeguard Your Devices

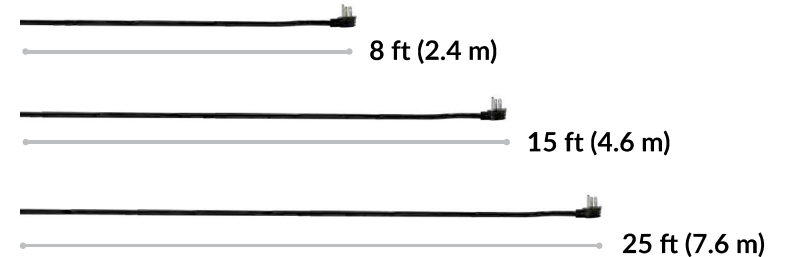


1 1/8"  
(3 cm)



2 3/8"  
(6 cm)

3 Lengths Available:





# Halo Pendant Hardwire 31

(Natural White)

**vari.**<sup>®</sup>



Designed for offices with open ceilings, the Halo Pendant Hardwire provides long-lasting, overhead LED lighting. With 2 lighting colors to choose from, it's easy to find the perfect lighting for your space. Plus, the 360-degree motion sensor and timer help save energy.

- Requires an Electrician to be Installed
- Energy-Efficient and Long-Lasting LEDs, No Bulbs to Replace
- Motion Sensor Can Detect Movement from up to 29' Away
- Motion Switch Timer Can Be Set in 5-Minute Increments up to 30 Minutes
- UL 1598 Listed to Pass Building Code Regulations
- Lumen Output: 1700 lm
- Sold As an Individual Unit
- Whip Must Be Purchased Separately

Light Colors



Natural White



Warm White



Light Diameter  
31" (79 cm)



3" (7.5 cm)



Distance from  
Junction Box to Light  
16" (40.5 cm) to  
37" (94 cm)



# Halo Pendant Hardwire 40

(Natural White)

**vari.**<sup>®</sup>



Designed for offices with open ceilings, the Halo Pendant Hardwire provides long-lasting, overhead LED lighting. With 2 lighting colors to choose from, it's easy to find the perfect lighting for your space. Plus, the 360-degree motion sensor and timer help save energy.

- Requires an Electrician to be Installed
- Energy-Efficient and Long-Lasting LEDs, No Bulbs to Replace
- Motion Sensor Can Detect Movement from up to 29' Away
- Motion Switch Timer Can Be Set in 5-Minute Increments up to 30 Minutes
- UL 1598 Listed to Pass Building Code Regulations
- Lumen Output: 2855 lm
- Sold As an Individual Unit
- Whip Must Be Purchased Separately

Light Colors



Natural White



Warm White



Light Diameter  
40" (101.5 cm)



3" (7.5 cm)



Distance from  
Junction Box to Light  
16" (40.5 cm) to  
37" (94 cm)



# Pricing – Executive Collection

vari.

SKU	ITEM
401655	Executive Storage Cabinet Neowalnut
401633	Executive Storage Cabinet White
401664	Executive Electric Standing Desk Modesty Panel 60" Neowalnut
401663	Executive Electric Standing Desk Modesty Panel 60" White
401777	Executive Electric Standing Desk Lower Modesty Panel 60" Neowalnut
401778	Executive Electric Standing Desk Lower Modesty Panel 60" White
401646	Executive Electric Standing Desk Modesty Panel 72" Neowalnut
401641	Executive Electric Standing Desk Modesty Panel 72" White
401779	Executive Electric Standing Desk Lower Modesty Panel 72" Neowalnut
401780	Executive Electric Standing Desk Lower Modesty Panel 72" White
401765	Executive Electric Standing Desk Base Neowalnut
401766	Executive Electric Standing Desk Base White
401653	Executive File Cabinet Neowalnut
401632	Executive File Cabinet White
401654	Executive Lateral File Cabinet Neowalnut
401625	Executive Lateral File Cabinet White
401656	Executive Bookshelf Neowalnut
401634	Executive Bookshelf White
401652	Executive Overhead Cabinet Neowalnut
401636	Executive Overhead Cabinet White
401651	Executive Wardrobe Cabinet Neowalnut
401635	Executive Wardrobe Cabinet White



# Executive Lateral File Cabinet

**vari.**<sup>®</sup>



Finishes:



White



Neowalnut

The Executive Lateral File Cabinet is a versatile filing solution. Its two-drawer design gives you maximum storage potential. The wide, upper drawer is perfect for office supplies, while the deep, lower drawer has room for letter- or legal-sized hanging file folders. Whether you're storing files or personal items, this cabinet is ready for anything you can throw at it. (Or in it.)

- Space for Letter- or Legal-Sized Hanging Files
- Soft-Close Drawers are Lockable to Secure Files
- Drawer Pulls Can Be Repositioned to Left, Center, or Right of Drawer
- Leveling Feet to Compensate for Uneven Floors
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Can Connect Pieces to Create Credenza
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture



5 3/4" (14.5 cm)

12" (30.5 cm)



Drawer Interior Width:  
28 3/4" (72 cm)

Drawer Depth:  
15 3/4" (40 cm)





# Executive File Cabinet

**vari.**<sup>®</sup>



Finishes:



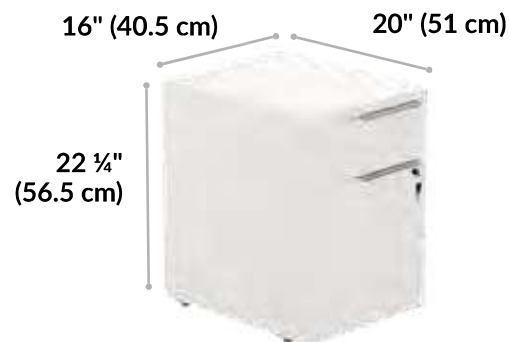
White



Neowalnut

The Executive File Cabinet makes storage stylish. This two-drawer cabinet has an upper drawer for frequently-needed items like pencils or pens and a deep, lower drawer with ample space for all your letter- or legal-sized hanging files. With its lockable design, you can confidently keep files and valuables safe and secure.

- Space for Letter- or Legal-Sized Hanging Files
- Soft-Close Drawers are Lockable to Secure Files
- Drawer Pulls Can Be Repositioned to Left, Center, or Right of Drawer
- Leveling Feet to Compensate for Uneven Floors
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Can Connect Pieces to Create Credenza
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture





# Executive Storage Cabinet

**vari.**<sup>®</sup>



The Executive Storage Cabinet offers abundant storage for your office in a well-crafted cabinet that's built to last. This cabinet keeps important items nearby while also keeping them hidden behind dual doors so your workspace is always organized and tidy. Inside, you'll find an adjustable interior shelf and enough room to store binders, books, and more.

- Adjustable Interior Shelf
- Leveling Feet to Compensate for Uneven Floors
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Can Connect Pieces to Create Credenza
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

Finishes:



White

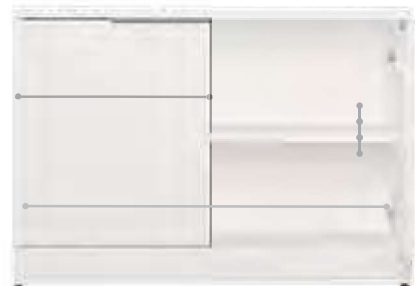


Neowalnut



Door Width:  
16" (40.5 cm)

Interior Cabinet Width:  
30 1/2" (77.5 cm)



4 Shelf Settings from  
7" (18 cm) -  
11" (28 cm)





# Executive Bookshelf

**vari.**<sup>®</sup>



Finishes:



White



Neowalnut

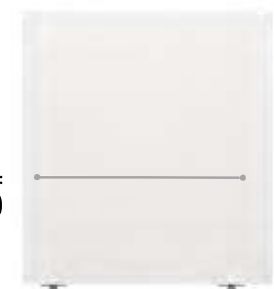
Offering open storage with an adjustable shelf, our Executive Bookshelf is perfect for holding books, resources, photos, or artwork. Crafted with a durable laminate finish, this bookshelf is built to last and can be arranged with other pieces in our Executive Office Collection to customize your workspace.

- Adjustable Interior Shelf
- Leveling Feet to Compensate for Uneven Floors
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Can Connect Pieces to Create Credenza
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture



Interior Shelf Width:  
**30 1/2" (77.5 cm)**

4 Shelf Settings from  
**7" (18 cm) -  
11" (28 cm)**



Interior Shelf Depth:  
**18 1/2" (47 cm)**



# Executive Wardrobe Cabinet

**vari.**<sup>®</sup>



The Executive Wardrobe Cabinet helps keep both you and your office looking good. Inside is a coat rod to hang everything from athletic gear for the gym to formal attire for a business dinner. The interior shelf is adjustable, and the doors can easily be changed between left or right hinge set up to customize the door swing.

- Adjustable Interior Shelf
- Coat Rod for Hanging Items
- Easily Change Between Left- or Right-Hinged Door
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Is Needed to Connect Executive Wardrobe Cabinets to Executive Overhead Cabinets
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

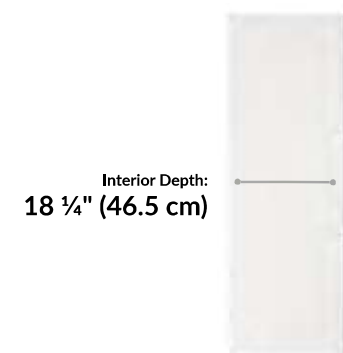
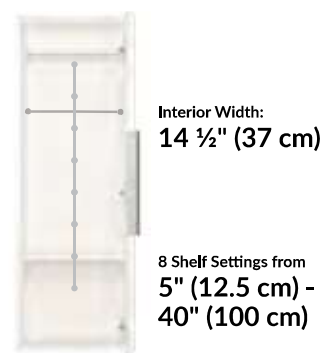
Finishes:



White



Neowalnut





# Executive Overhead Cabinet

**vari.**<sup>®</sup>



Get organized and add a touch of style to your office with the Executive Overhead Cabinet. With dual sliding doors for quick access, it's easy to keep important items nearby yet out of sight. It comes fully assembled and can easily be installed between a pair of Executive Wardrobe Cabinets for overhead storage.

- Sliding Doors for Easy Opening and Closing
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Is Needed to Connect Executive Wardrobe Cabinets to Executive Overhead Cabinets
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

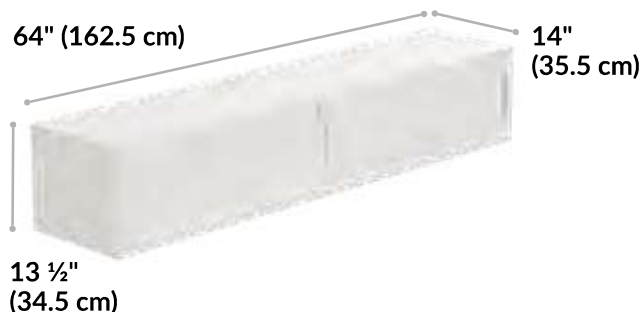
Finishes:



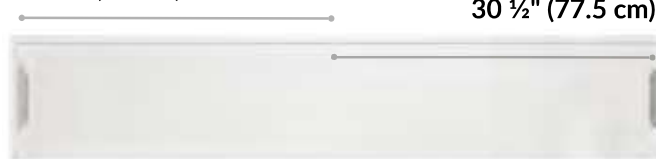
White



Neowalnut



Interior Cabinet Widths:  
30 3/4" (78 cm)



Interior Depth:  
11 1/4" (28.5 cm)

Interior Height:  
12" (30.5 cm)





# Executive Electric Standing Desk Base

**vari**®



Create an executive oasis with the Executive Electric Standing Desk Base. Designed to cover the T-style legs of our Electric Standing Desk for a sleek appearance, the left and right bases can also connect to the Executive Electric Standing Desk Lower Modesty Panel to form a professional-looking desk surround that adds privacy.

- Easily Encases our Electric Standing Desk's T-Style Legs for a Sleek Appearance
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works with Vari® Electric Standing Desk 60x30, Electric Standing Desk 72x30, and Curve Electric Standing Desk 60x30 (Sold Separately)
- Pairs with Electric Standing Desk Lower Modesty Panel 60 or 72 to Create a Surround
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

Finishes:



White



Neowalnut

21 ¼"  
(54 cm)



19 ½"  
(49.5 cm)



30 ¾" (78 cm)

4 ¾" (12 cm)



# Executive Electric Standing Desk Lower Modesty Panel 60

**vari.**<sup>®</sup>



Finishes:



White



Neowalnut

Create a sleek, professional looking desk surround for your Electric Standing Desk 60x30 by combining the Executive Electric Standing Desk Lower Modesty Panel 60 with the Executive Electric Standing Desk Base. It also provides privacy below the desk when sitting. Made with a durable laminate finish, this modesty panel is sturdy yet sophisticated.

- Adds on to Executive Standing Desk Base (Required and Sold Separately) to Create Desk Surround for Increased Privacy While Sitting
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works with Vari<sup>®</sup> Electric Standing Desk 60x30 and Curve Electric Standing Desk 60x30 (Sold Separately)
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

21 ¼"  
(54 cm)



43 ¼" (110 cm)

Panel Thickness:  
¾" (2 cm)





# Executive Electric Standing Desk Modesty Panel 60

**vari.**<sup>®</sup>



The Executive Electric Standing Desk Modesty Panel 60 is the perfect addition to the Vari<sup>®</sup> Electric Standing Desk 60x30. It easily attaches below the desk, moving up and down with the desk to provide privacy while sitting or standing.

- Easily Attaches Below the Desk for Privacy While Sitting or Standing
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works with Vari Electric Standing Desk 60x30 and Curve Electric Standing Desk 60x30 (Sold Separately)
- Can Be Paired with Executive Electric Standing Desk Base and Executive Electric Standing Desk Lower Modesty Panel 60 (Both Sold Separately)
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

Finishes:



White



Neowalnut

23"  
(58.5 cm)

42 ½" (108 cm)

Panel Thickness:  
¾" (2 cm)





# Executive Electric Standing Desk Lower Modesty Panel 72

**vari.**<sup>®</sup>



Finishes:



White



Neowalnut

Create a sleek, professional looking desk surround for your Electric Standing Desk 72x30 by combining the Executive Electric Standing Desk Lower Modesty Panel 72 with the Executive Electric Standing Desk Base. It also provides privacy below the desk when sitting. Made with a durable laminate finish, this modesty panel is sturdy yet sophisticated.

- Adds on to Executive Standing Desk Base (Required and Sold Separately) to Create Desk Surround for Increased Privacy While Sitting
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works Seamlessly with Vari<sup>®</sup> Electric Standing Desk 72x30
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

21 ¼"  
(54 cm)



55 ¼" (140.5 cm)

Panel Thickness:  
¾" (2 cm)





# Executive Electric Standing Desk Modesty Panel 72

**vari.**<sup>®</sup>



The Executive Electric Standing Desk Modesty Panel 72 is the perfect addition to the Vari<sup>®</sup> Electric Standing Desk 72x30. It easily attaches below the desk, moving up and down with the desk to provide privacy while sitting or standing.

- Easily Attaches Below the Desk for Privacy While Sitting or Standing
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works Seamlessly with Vari Electric Standing Desk 72x30
- Can Be Paired with Executive Electric Standing Desk Base and Executive Electric Standing Desk Lower Modesty Panel 72 (Both Sold Separately)
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

Finishes:



White



Neowalnut

23"  
(58.5 cm)

54 ½" (138.5 cm)

Panel Thickness  
¾" (2 cm)





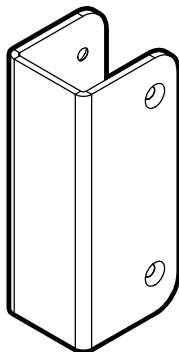
# Executive Office Joining Bracket Set

**vari.**<sup>®</sup>



Align and join multiple Executive Collection components with the Executive Office Joining Bracket Set. Designed to join components out-of-sight, the brackets are held in place with screws for lasting support and strength.

- Can Join Executive File Cabinet, Executive Lateral File Cabinet, Executive Storage Cabinet, or Executive Bookshelf to Create a Lower Credenza (Credenza Should Not Exceed 96" in Length)
- Can Join an Executive Overhead Cabinet to Two Executive Wardrobe Cabinets to Create an Upper Credenza
- Heavy Duty Steel Construction
- Countersunk Screw Holes for Flush Finish
- Screws Work with Phillips Head Screwdrivers
- Set Includes 2 Brackets and 8 Screws
- Brackets Work Exclusively with the Executive Office Collection



**JOINING BRACKETS**  
**x2**



**3/4" PHILLIPS DRIVE**  
**WOOD SCREWS**  
**x8**



# Pricing – Panels and Dividers

vari.

SKU

ITEM

400761	Acrylic Privacy Panel 24
400762	Acrylic Privacy Panel 30
401107	Acrylic Shield 30
401108	Acrylic Shield 30 (4 Pack)
43745	Acrylic Privacy Panel 24
401536	Acrylic Modesty Panel 72
45249	Acrylic Privacy Panel 48
43734	Acrylic Privacy Panel 60
45695	Acrylic Accessory Panel 60
400156	Felt Privacy + Modesty Panel 60 (5/4)
42002	Acrylic Modesty Panel 60
42669	Acrylic Modesty Panel 48
400724	Felt Privacy + Modesty Panel 30
400766	Felt Privacy + Modesty Panel 30 (4 Pack)
400755	Felt Privacy + Modesty Panel 48
400759	Felt Privacy + Modesty Panel 48 (4 Pack)
400756	Felt Privacy + Modesty Panel 60
400760	Felt Privacy + Modesty Panel 60 (4 Pack)
401369	Flip Top Training Table Modesty Panel 5'
401370	Flip Top Training Table Modesty Panel 6'



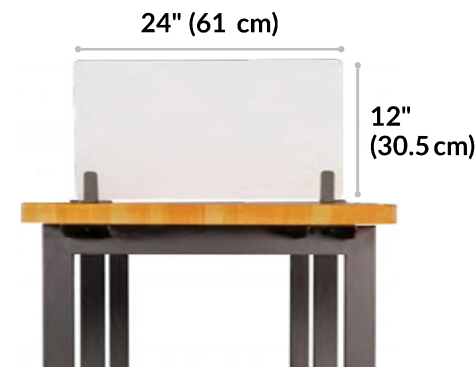
# Acrylic Privacy Panel 24

**vari.**<sup>®</sup>



This panel helps you create partitioned or separate workspaces. Easily attached to the Table 48X24 or the table 60X24, these panels help define single workspaces and more private working environment, while still allowing for an open-office feel.

- Works Seamlessly with 24 inch wide tables
- Durable Acrylic with a Frosted Finish
- Easily Attaches to Desk with Included Clamps – No Tools Required
- Max Clamp Width: 1.25" (3 cm)





# Acrylic Privacy Panel 30

**vari.**<sup>®</sup>



This panel helps you create partitioned or separate workspaces. Easily attached to Electric Standing Desks and the Table 60x30, these panels help define single workstations and create a more private working environment, while still allowing for a more open feel.

- Works Seamlessly with the Electric Standing Desk 48x30, the Electric Standing Desk 60x30, and the Table 60x30
- Durable Acrylic with a Frosted Finish
- Easily Attaches to Desk or Table with Included Clamps—No Tools Required
- Fits surfaces with a thickness of 0.5" (1.5 cm) – 1.25" (3 cm)





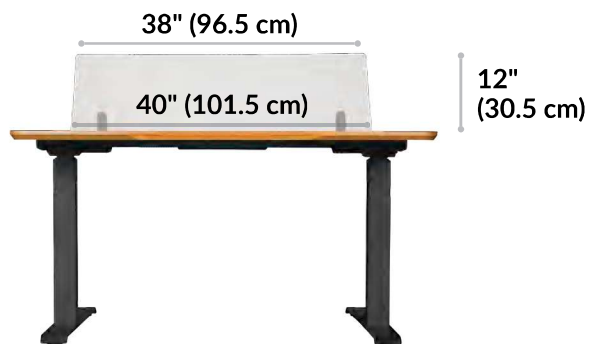
# Acrylic Modesty Panel 48

**vari.**<sup>®</sup>



This Panel gives you two ways to add some privacy to your active workspace. Position the panel above your desktop to reduce visual distractions, or position it below to hide cords and cables. You can also use two panels together for both privacy and modesty at the same time. Attaching the panel is incredibly simple, requires no additional tools, and takes just a few minutes.

- Easily Attaches to Desk with Included Hand Bolt - No Tools Required
- Durable Acrylic with a Frosted Finish
- Works Seamlessly with the Electric Standing Desk 48X30
- Provides Privacy Above or Below Desk





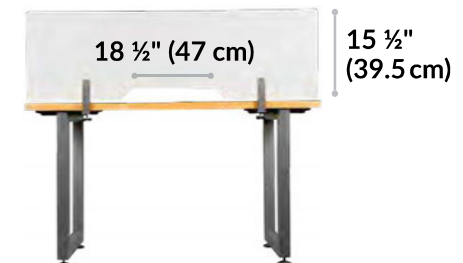
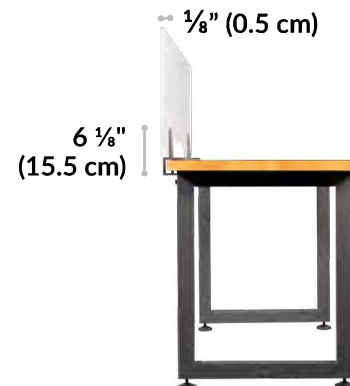
# Acrylic Privacy Panel 48

**vari.**<sup>®</sup>



This panel helps you create partitioned or separate workspaces. Easily attached to the Table 48x24, these panels help define single workstations and create a more private working environment, while still allowing for a more open feel.

- Works Seamlessly with 48 inch wide tables
- Durable Acrylic with a Frosted Finish
- Easily Attaches to Desk with Included Clamps – No Tools Required
- Max Clamp Width: 1.25" (3 cm)





# Acrylic Accessory Panel 60

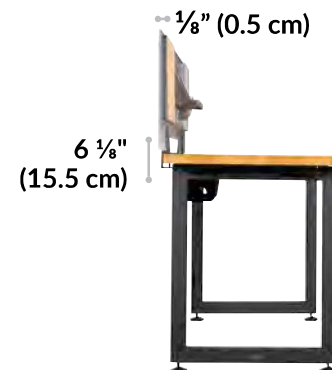
**vari.**<sup>®</sup>



This panel gives you privacy and organization options in one. It provides privacy and helps define single workstations. One unit includes accessories that can be placed in multiple configurations to help you keep your space organized. Includes:

1 panel, 2 attachment clamps, and 4 accessories.

- Easily Attaches to Desk With Included Clamps – No Tools Required
- Durable Acrylic With a Frosted Finish
- Center Opening for Cable Management
- Works Seamlessly with 60 inch wide tables
- Includes Whiteboard, Cork Board, Pen Holder, and Shelf



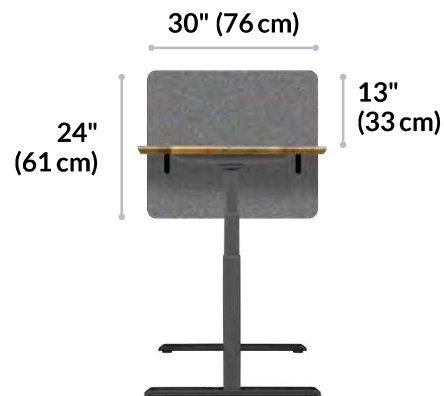


# Felt Privacy + Modesty Panel 30



This panel provides privacy and sound-dampening to your active workspace. Each felt panel mounts directly to your desk or table to reduce visual distractions and hides the desktop and underside of your desk, along with cords and cables. Attaching the panel is as easy as sliding the clamps onto the desk – it requires no additional tools and takes only minutes.

- Made Specifically for the Electric Standing Desk 48x30, the Electric Standing Desk 60x30, and the Table 60x30
- Easily Attaches to Desk or Table with Included Hardware – No Tools Required
- Durable PET Felt Material
- Provides Privacy Above and Below Desk





# Flip Top Training Table Modesty Panel 5'



The Flip Top Training Table Modesty Panel was designed for training spaces. Pairing perfectly with our Flip Top Training Table, this durable, acrylic panel provides privacy below the table when needed. A pivot hinge allows the panel to hang freely so the table is easy to nest and store when not in use.

- Easily Attaches to the Flip Top Training Table with Included Tools
- Durable Acrylic Panel with a Frosted Finish
- Panel Hangs Freely When Attached to the Table So It's Easy to Nest and Store
- Meets BIFMA Standards



9 1/4" (23.5 cm)



52" (132 cm)

50" (127 cm)



# Pricing – Marker Boards

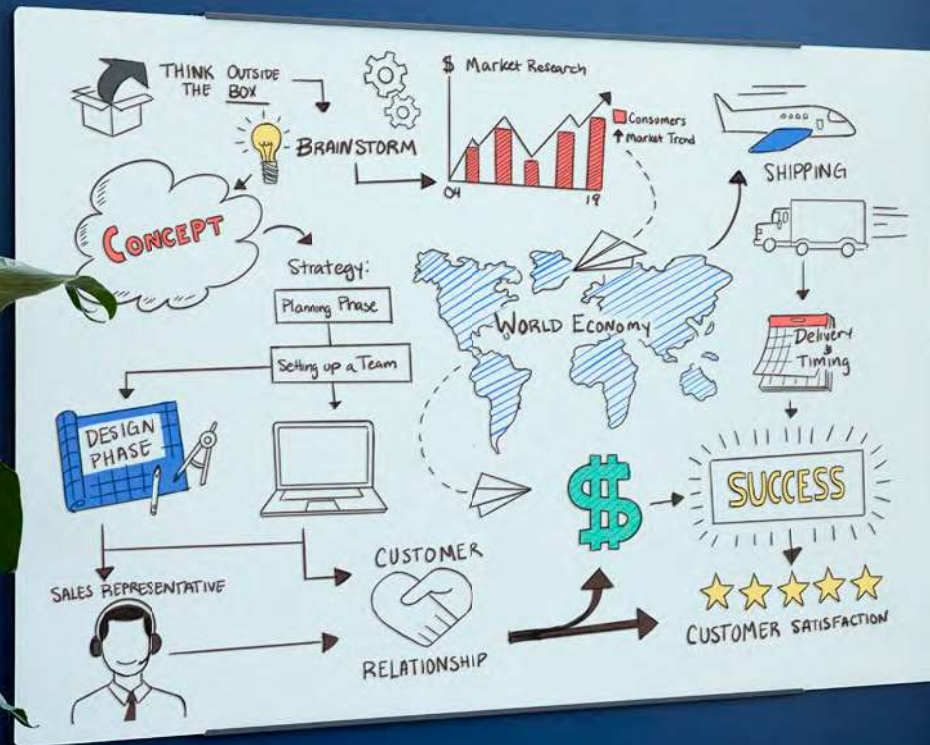


SKU	ITEM	
400351	Glass Board 72x48	
41428	Mobile White Board 48x66	
42461	Mobile Glass Board 40x72	



# Glass Board 72x48

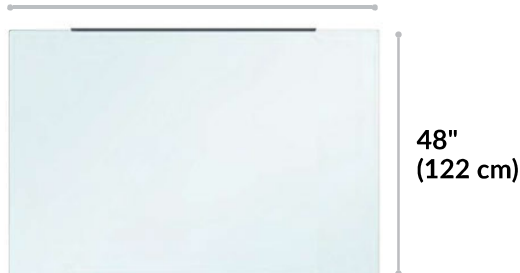
vari®



This wall-mounted Glass Board features a magnetic, erasable surface, making it perfect for collaboration and presentations. Two people can easily mount it horizontally or vertically on almost any wall using the installation template—and all the hardware you need is included. The sturdy, frameless design allows you to hang multiple boards side-by-side to maximize your writable surface area.

- Weight: 75 lb (34 kg)
- Erasable, magnetic glass surface
- Hardware and installation template included
- Can be mounted in landscape or portrait orientation
- Can be mounted with or without wall studs
- Requires two people for safe, careful installation
- Includes magnetic accessory holder (eraser and markers not included)

72" (183 cm)

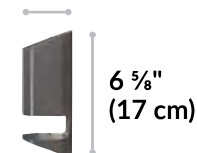


Glass Thickness  
1/4" (0.5 cm)



## Included Accessory Holder:

3 3/4" (9.5 cm)





# Mobile White Board 48x66

**vari.**<sup>®</sup>

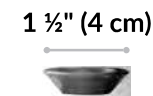
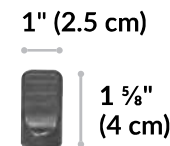
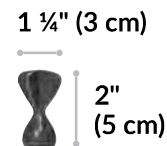
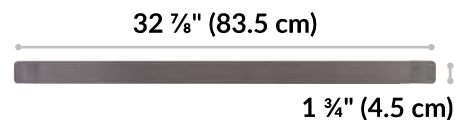


The easily movable, dual-sided white board is an easy way to add more collaboration and creativity to any environment. This board combines a sturdy steel frame with lockable casters that assemble in just minutes. It also features a writable porcelain-steel whiteboard surface on each side, so it's safe for use in classrooms. It can even be used as a movable partition between workspaces and desks.

- Dual-Sided Writable Porcelain-Steel Surface
- Roll-and-Lock Casters for Easy Mobility
- Easy Assembly
- Included Accessories:
  - Magnetic Eraser/Marker Holder
  - Magnetic Straight Edge
  - 9 Magnets (3 Different Shapes)



## Included accessories:





# Mobile Glass Board 40x72

**vari.**<sup>®</sup>



The dual-sided Mobile Glass Board 40x72 is an easy way to add collaboration and organization to any office, lecture space, or presentation hall. Easy to assemble, the Mobile Glass Board 40x72 includes roll-and-lock casters that make it easy to move. You can also link together multiple boards to create temporary partition walls. With a writable surface on each side, you can make meetings more productive.

- Dual-Sided Board Features SGCC Certified Writable and Tempered Glass Surface
- Roll-and-Lock Casters Make It Easy to Move
- Sloped Feet for Easy Nesting and Storage
- Includes Magnetic Straight Edge, 9 Magnets, and a Marker Holder
- Linking Mechanism on Top Helps to Create Temporary Partition Walls
- Easy Assembly

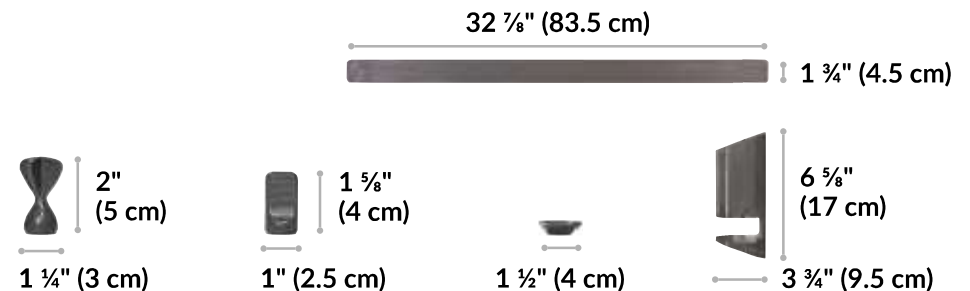
Finishes:



Slate



## Included Accessories:





# Pricing – Beams

vari.

SKU	ITEM	
400005	Beam Kit 48	
400006	Beam 48 Extension Kit	
400007	Beam Kit 60	
400008	Beam 60 Extension Kit	
400009	Beam Kit 72	
400010	Beam 72 Extension Kit	
400907	48" Power Pack - Starter Kit (2+2)	
400908	48" Power Pack - Extension Kit (2+2)	
400909	60" Power Pack - Starter Kit (2+2)	
400910	60" Power Pack - Extension Kit (2+2)	
400911	72" Power Pack - Starter Kit (2+2)	
400912	72" Power Pack - Extension Kit (2+2)	
400509	3' Power Whip (Liquid Tight)	
400510	4' Power Whip (Liquid Tight)	
400511	6' Power Whip (Liquid Tight)	
400512	10' Power Whip (Liquid Tight)	
400513	12' Power Whip (Liquid Tight)	
400514	15' Power Whip (Liquid Tight)	
400515	18' Power Whip (Liquid Tight)	
400516	20' Power Whip (Liquid Tight)	
400517	24' Power Whip (Liquid Tight)	
400518	25' Power Whip (Liquid Tight)	
400846	6" Extra Flex Whip	
400847	12" Extra Flex Whip (9/16")	
400848	18" Extra Flex Whip (9/16")	
401540	48" Dekko Power Pack - Starter Kit	
401541	48" Dekko Power Pack - Extension Kit	
401542	60" Power Pack - Starter Kit	
401543	60" Power Pack - Extension Kit	
401544	72" Power Pack - Starter Kit	
401545	72" Power Pack - Extension Kit	
401547	Receptacle 1 Pack (3+1)	
401548	Receptacle 2 Pack (3+1)	
401549	Receptacle 3 Pack (3+1)	
401550	Receptacle 20 amp Pack (2+2)	
400645	Power Strip 25ft	



# Beam



The Beam provides grounded power and cable management at individual workstations and is designed for use in open offices. This freestanding beam also helps to provide modesty between desks for a more private space. Made of durable, powder-coated steel, this easy-to-assemble beam can be set up in minutes.

- Easy to Assemble
- Provides 15 or 20 Amps of Power
- Includes Organized Cable Management
- UL 1286 Listed, UL Certified to BIFMA Standards
- Fits Easily Between Desks



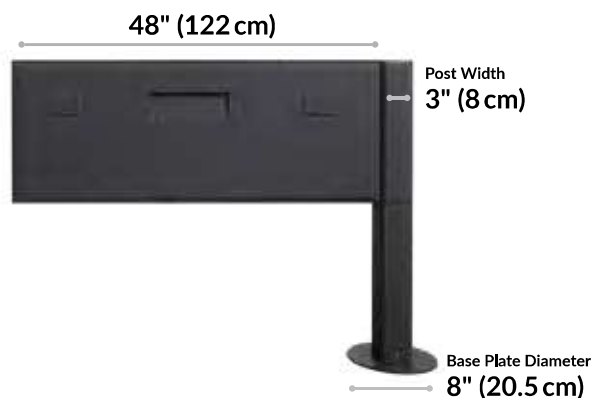


# Beam Extension



The Beam Extension is meant to be used alongside the Beam in order to extend power to additional workspaces. It also helps to provide modesty between desks for a more private space. Made of durable, powder-coated steel, this easy-to-assemble extension can be set up in minutes.

- Designed to Attach to the Beam
- Easy to Assemble
- Provides 15 or 20 Amps of Power
- Includes Organized Cable Management
- UL 1286 Listed, UL Certified to BIFMA Standards
- Fits Easily Between Desks





# Pricing – Privacy Booth

SKU

ITEM

401558	Privacy Booth 3.1	
400089	Privacy Booth	



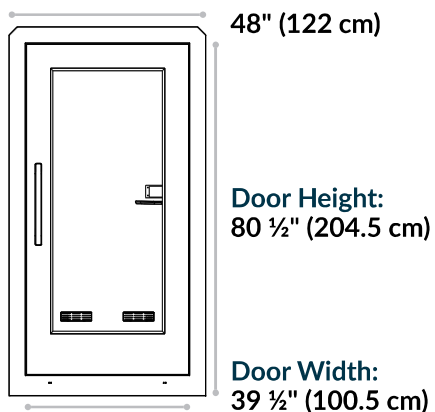
# Privacy Booth



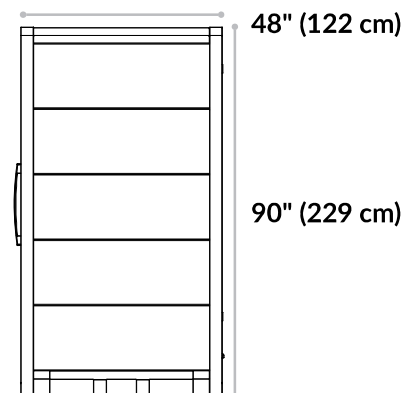
Our Privacy Booth makes it simple to step away for privacy while staying in the office. With a sound-dampening felt lining and glass door, it's a quite space for phone calls, while a fixed-height shelf and built in charging outlets let you get some work done. Extra features like lighting, ventilation openings, and an automatic running fan help keep you comfortable.

- Includes a Vari® LED Task Lamp™ and Room for an Active Chair (Sold Separately)
- 3 AC Outlets and 2 USB Ports
- A 30" Diameter Glass Skylight adds Ambient Light
- Designed to be Easy to Move as Needed
- Assembled in 15 Minutes or Less by 2 People

FRONT VIEW:



SIDE VIEW:





# Pricing – Modular Collection

vari.

SKU	ITEM	
400614	Armless Seat (Deep Grey)	
400580	Armless Seat (Grey)	
400613	Armless Seat (Navy)	
401394	Armless Seat (Silver Grey)	
401044	Armless Seat (Aqua Green)	
400616	Corner Seat (Deep Grey)	
400582	Corner Seat (Gray)	
400615	Corner Seat (Navy)	
401393	Corner Seat (Silver Grey)	
401043	Corner Seat (Aqua Green)	
400618	Sectional Ottoman (Deep Gray)	
400583	Sectional Ottoman (Gray)	
400617	Sectional Ottoman (Navy)	
401395	Sectional Ottoman (Silver Grey)	
401045	Sectional Ottoman (Aqua Green)	
400581	Sectional Table	
400604	Laptop Side Table	



# Modular Collection

**vari.**<sup>®</sup>



Make any casual area a multipurpose space with this modular sofa that can be arranged in a variety of ways. This flexible setup gives you the ability to change the configuration anytime you need to without sacrificing comfort. Pictured: Two Corner Seats, Three Armless Seats, One Sectional Ottoman, One Sectional Table, and a Laptop Side Table. Fabric color shown is Light Grey.

- Sofa is Customizable—All Pieces Sold Separately
- Black Metal Frame on All Items
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Navy



Silver Grey



Light Grey

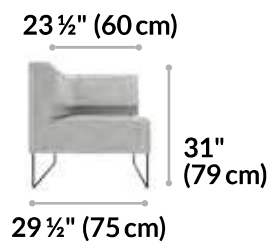


Deep Grey

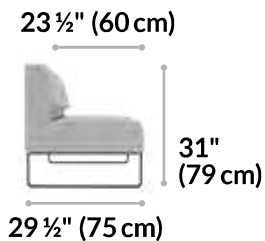


Aqua Green

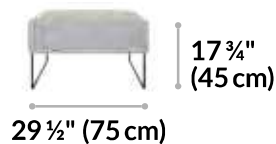
## MODULAR SOFA



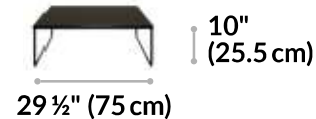
CORNER SEAT



ARMLESS SEAT

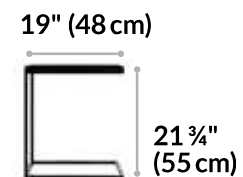


SECTIONAL OTTOMAN



SECTIONAL TABLE

## LAPTOP SIDE TABLE



FRONT VIEW



SIDE VIEW



# Pricing – Classic Collection

vari.

SKU

ITEM

400720	Three-Seat Sofa (Deep Grey)	
401389	Three-Seat Sofa (Moss Green)	
401390	Three-Seat Sofa (Silver Grey)	
401392	Three-Seat Sofa (Shadow Grey)	
400725	Three-Seat Sofa (Navy)	
400643	Lounge Chair (Deep Grey)	
400611	Lounge Chair (Navy)	
400619	Coffee Table	



# Executive Collection

**vari.**<sup>®</sup>



Deep, nautical tones and warm wood finishes give this collection a polished and professional look that will fit seamlessly into any executive space, whether it's for waiting, working, or meeting. Pictured: Three-Seat Sofa, Lounge Chair, and Coffee Table.

- Table Features a Walnut Laminate Finish
- Chair Available in Navy or Deep Grey Polyester
- Sofa Available in Navy, Deep Grey, Moss Green, Silver Grey Polyester Fabric, or in Shadow Grey Faux Leather Vinyl
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Navy



Deep Grey



Moss Green



Silver Grey



Shadow Grey Faux Leather Vinyl

## THREE-SEAT SOFA

TOP VIEW

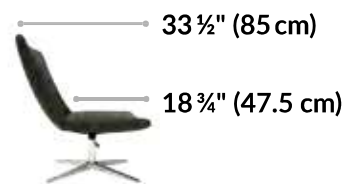


FRONT VIEW

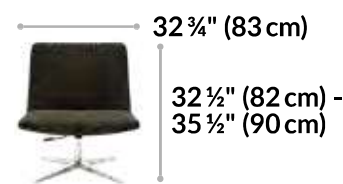


## LOUNGE CHAIR

SIDE VIEW



FRONT VIEW



## COFFEE TABLE

TOP VIEW



FRONT VIEW





# Pricing – Lounge Collection

vari.

SKU	ITEM	
400585	Large Ottoman (Navy)	
400586	Large Ottoman (Light Gray)	
401026	Large Ottoman (Sand Grey)	
401028	Large Ottoman (Shadow Grey)	
400587	Small Ottoman (Navy)	
400588	Small Ottoman (Light Gray)	
400589	Small Ottoman (Green)	
400590	Small Ottoman (Light Blue)	
401030	Small Ottoman (Sand Grey)	
401031	Small Ottoman (Shadow Grey)	



# Lounge Collection

vari®



## Fabric Colors



Navy



Light Grey



Sand Grey  
Faux Leather Vinyl



Light Blue



Green



Shadow Grey  
Faux Leather Vinyl

When it's time for a quick check-in or a casual brainstorming session, these ottomans bring laid-back comfort to any lounge area or informal meeting space. They can also serve as a convenient place to set your bag or laptop. Pictured: two Large Ottomans and one Small Ottoman.

- **Large Ottoman Colors:** Light Grey or Navy Polyester Fabric; Sand Grey and Shadow Grey Faux Leather Vinyl
- **Small Ottoman Colors:** Light Grey, Navy, Light Blue, and Green Polyester Fabric; Sand Grey and Shadow Grey Faux Leather Vinyl
- **Faux Leather Vinyl is Durable and Easy-to-Clean**
- **Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance**
- **Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture**
- **Items Sold Separately and Ship Fully Assembled**

## LARGE OTTOMAN



OVERHEAD VIEW

49 ¾" (126 cm)



SIDE VIEW

49 ¾" (126 cm)

15" (38 cm)

## SMALL OTTOMAN



OVERHEAD VIEW

30 ¾" (78 cm)



SIDE VIEW

18" (46 cm)



# Pricing – Casual Collection

vari.

SKU	ITEM	
400713	Arm Chair (Deep Grey)	
400592	Arm Chair (Navy)	
400669	Round Coffee Table	
400602	Round Side Table	



# Casual Meeting Collection

**vari.**<sup>®</sup>



This collection makes it easy to put together a simple discussion area for one-on-ones or small group meetings. The chairs are professional yet comfortable and the table is just the right size to give everyone space for their coffee or laptops. Pictured: Four Arm Chairs and Round Coffee Table.

- Chair color options: deep gray, navy
- Both pieces made with black metal frame
- Round Side Table available for smaller, two-chair arrangements
- Commercial-grade durability tested to 100,000 double rubs
- 100% polyester fabric with Grade 4 color-fastness and Class 4 pilling resistance

Fabric Colors



Navy



Deep Gray

## ARM CHAIR

32.6" (82.8 cm)

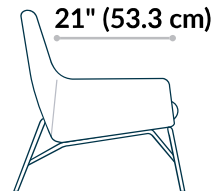


FRONT VIEW

35.4" (89.9 cm)

SIDE VIEW

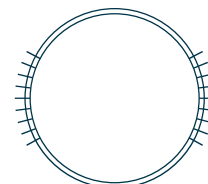
33.4" (84.8 cm)



21" (53.3 cm)

## ROUND COFFEE TABLE

TOP VIEW



39.37" (100 cm)

FRONT VIEW

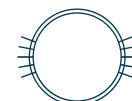


35" (88.9 cm)

20" (50.8 cm)

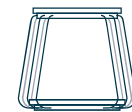
## ROUND SIDE TABLE

TOP VIEW



23.2" (59 cm)

FRONT VIEW



18.7" (47.5 cm)

19.9" (50.6 cm)



# Pricing – Conversation Collection

vari.

SKU	ITEM	
401396	Arm Chair (Sand Grey)	
401015	Arm Chair (Shadow Grey)	
401017	Pedestal Side Table	



# Conversation Collection

**vari.**<sup>®</sup>



The Arm Chair and Pedestal Side Table combine to create perfect conversational spaces. With a foam and fiber-filled cushion for extra comfort, the Arm Chair is available in polyester or easy-to-clean faux leather vinyl. Sleek and compact, the Pedestal Side Table adds an elegant touch to any lounge or executive space. Pictured: 2 Arm Chairs and Pedestal Side Table.

- Arm Chair Features a Black Metal Frame and is Foam and Fiber-Filled for Comfort
- Table Features a Durable Black Laminate Finish and Brass Accent for an Elegant Touch
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Navy



Deep Grey



Sand Grey  
Faux Leather Vinyl

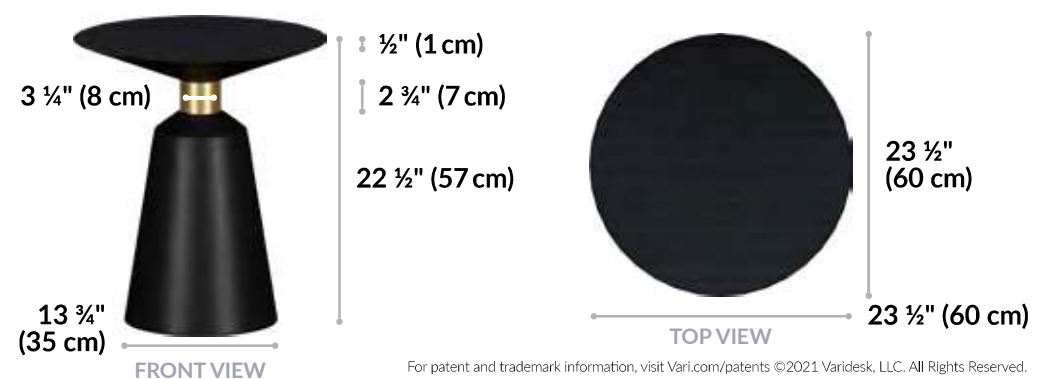


Shadow Grey  
Faux Leather Vinyl

## ARM CHAIR



## PEDESTAL SIDE TABLE



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# Pricing – Quiet Seating Collection

vari.

SKU	ITEM		
400593	High Back Sofa (Light Gray/Navy Accent)		
400603	Lounge Table		



# Quiet Seating Collection

**vari.**<sup>®</sup>



The sofa in this collection is designed to provide both comfort and privacy in one eye-catching signature piece. Great for focus work or more sensitive conversations, the High Back Sofa pairs perfectly with our Lounge Table. Pictured: Two High Back Sofas and one Lounge Table.

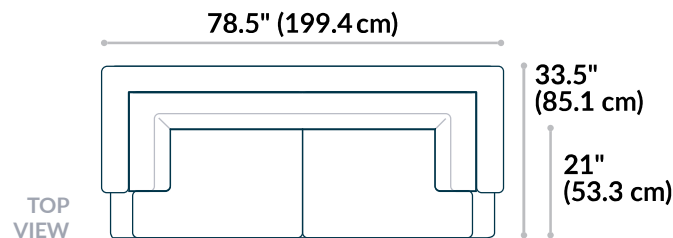
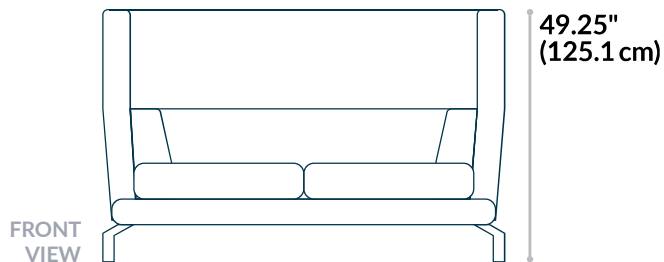
- Sofa is light gray with a navy accent and black metal legs
- Table has a white top with a black metal frame
- Commercial-grade durability tested to 100,000 double rubs
- 100% polyester fabric with Grade 4 color-fastness and Class 4 pilling resistance

Fabric Colors

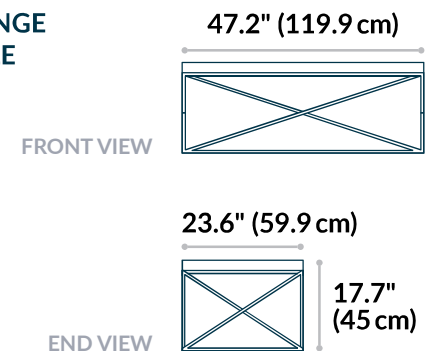


Light Gray  
Navy

## HIGH BACK SOFA



## LOUNGE TABLE





# Pricing – Private Seating Collection

vari.

SKU	ITEM	
401048	High Back Chair (Deep Grey/Light Blue)	
401049	High Back Chair (Navy/Light Grey)	



# High Back Chair

**vari.**<sup>®</sup>



This comfortable single-seating option offers a private retreat for focused work or a quiet break. The tall, sound-dampening design provides a barrier that makes it ideal for social distancing in the office. The durable faux leather finish is easy to clean, and provides an upscale look and feel that complements any workspace design.

- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Features Easy-to-Clean Faux Leather Vinyl in Deep Gray and Light Blue
- Ships Fully Assembled in One Box
- Supports up to 300 lb (136 kg)

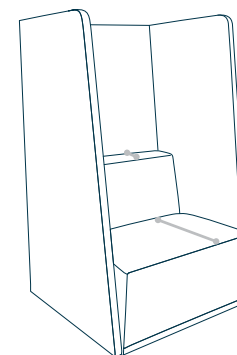
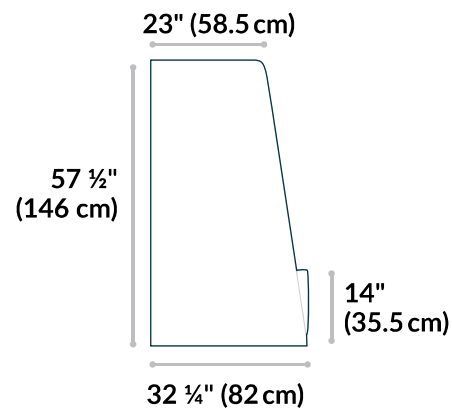
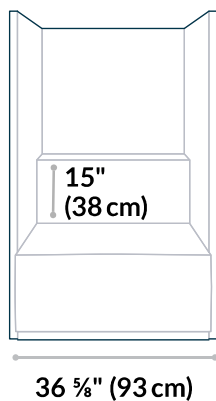
## Fabric Colors



**Navy Polyester Fabric**  
Light Gray Polyester Fabric



**Deep Gray Faux Leather Vinyl**  
Light Blue Faux Leather Vinyl



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# High Back Chair

**vari.**<sup>®</sup>



This comfortable single-seating option offers a private retreat for focused work or a quiet break. The tall, sound-dampening design provides a barrier that makes it ideal for social distancing in the office. The light gray and navy blue cloth upholstery is durable enough for daily use, and provides an upscale look and feel that complements any workspace design.

- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Features Durable 100% Polyester Fabric in Navy Blue and Light Gray
- Ships Fully Assembled in One Box
- Supports up to 300 lb (136 kg)

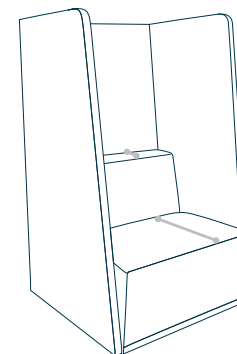
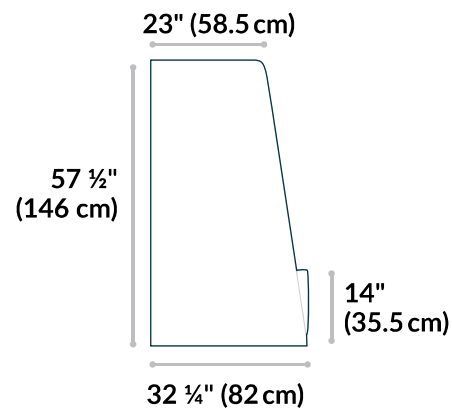
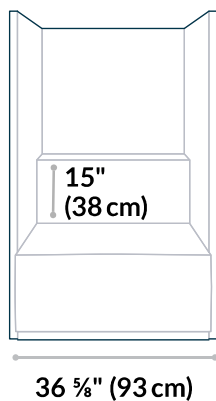
Fabric Colors



**Navy Polyester Fabric**  
Light Gray Polyester Fabric



**Deep Gray Faux Leather Vinyl**  
Light Blue Faux Leather Vinyl



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# Pricing – Huddle Collection



SKU	ITEM	
401040	High Back Lounge Chair (Burnt Orange)	
401381	High Back Lounge Chair (Shadow Grey)	
401021	Large Nesting Table	
401409	Small Nesting Table	



# Huddle Collection

**vari.**<sup>®</sup>



Fabric Colors



Burnt Orange

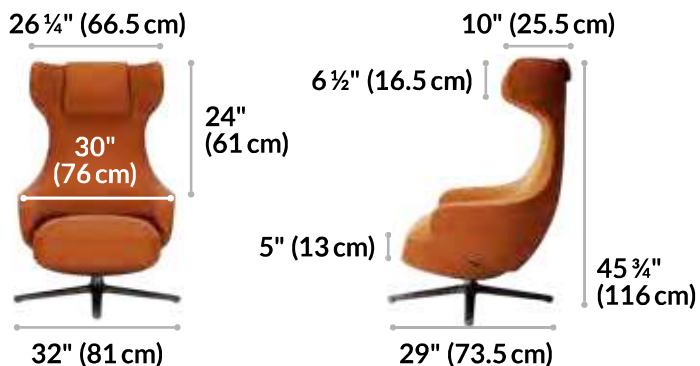


Shadow Grey

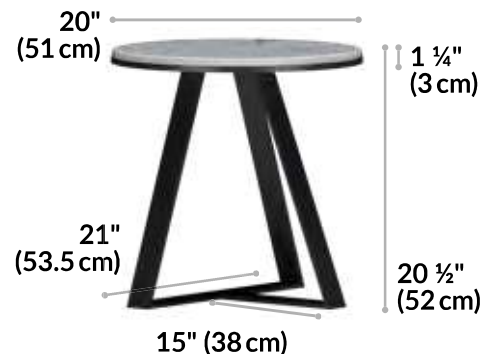
Stylish and sleek, the Huddle Collection helps you create relaxed spaces for small groups. The High Back Lounge Chair adds a touch of style to any office or lounge area and reclines for comfort. The Small and Large Nesting Tables pair perfectly with the High Back Lounge Chair to create spaces that encourage collaboration. Pictured: High Back Lounge Chair, Small Nesting Table, and Large Nesting Table.

- Chair Features Curved Design for Upper Body Comfort and Supports up to 300 lb (136.1 kg)
- Tables Feature a Durable Marble Laminate Finish and a Black Angular Metal Frame
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

## HIGH BACK LOUNGE CHAIR



## SMALL NESTING TABLE



## LARGE NESTING TABLE





# Pricing – Contemporary Collection

vari.

SKU	ITEM		
401042	Contemporary Three-Seat Sofa (Sandstone)		
401388	Contemporary Three-Seat Sofa (Silver Grey)		
401016	Contemporary Coffee Table		



# Contemporary Collection

**vari.**<sup>®</sup>



The Contemporary Collection is the perfect solution for lounge areas or executive offices. Modern and comfortable, the Contemporary Three-Seat Sofa has a sleek, black frame and foam and fiber-filled cushions for comfort. Modern and spacious, the Contemporary Coffee Table features a marble laminate finish. Pictured: Contemporary Three-Seat Sofa and Contemporary Coffee Table.

- **Sofa Features a Black Metal Frame and is Foam and Fiber-Filled for Comfort**
- **Table Features a Durable Marble Laminate Finish and Black Metal Frame**
- **Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance**
- **Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture**
- **Items Sold Separately and Ship Fully Assembled**

Fabric Colors

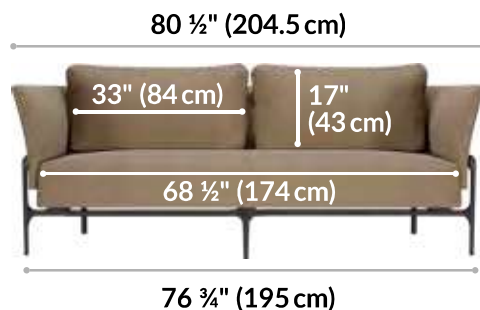


Sandstone

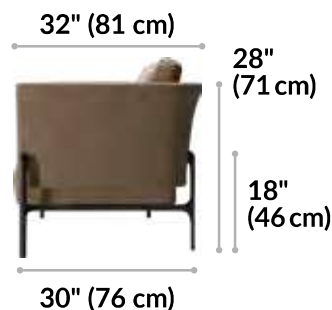


Silver Grey

## CONTEMPORARY THREE-SEAT SOFA

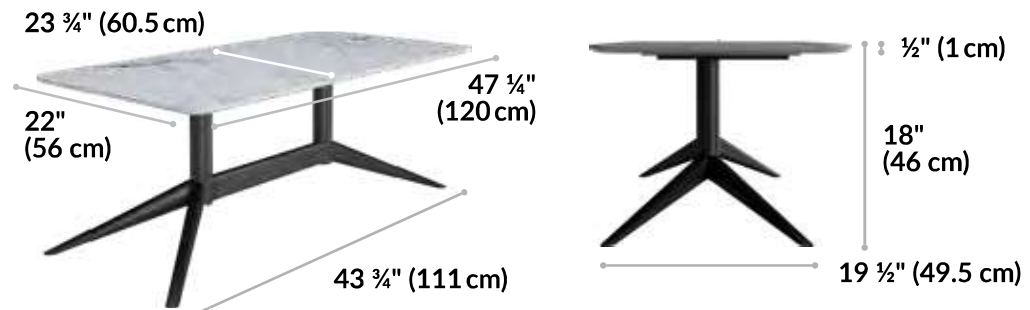


FRONT VIEW



SIDE VIEW

## CONTEMPORARY COFFEE TABLE



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# Pricing – Walls

SKU

ITEM

Call	QuickFlex Walls™ Panel (Clear)	
Call	QuickFlex Walls™ Panel (Clear/Frosted)	
Call	QuickFlex Walls™ Panel (Frosted)	
Call	QuickFlex Walls™ Panel (Whiteboard/Frosted)	
Call	QuickFlex Walls™ Panel (Felt)	
Call	QuickFlex Walls™ Slate Felt Extension Panel 36	
Call	QuickFlex Walls™ Silver Felt Extension Panel 36	
Call	QuickFlex Walls™ Slate Felt Extension Panel 24	
Call	QuickFlex Walls™ Silver Felt Extension Panel 24	
Call	QuickFlex Walls™ Door (Glass)	
Call	QuickFlex Walls™ Door (Frosted)	
Call	QuickFlex Walls™ Doorless (Clear)	
Call	QuickFlex Walls™ Doorless (Clear/Frosted)	
Call	QuickFlex Walls™ Doorless (Frosted)	
Call	QuickFlex Walls™ Doorless (Whiteboard/Frosted)	
Call	QuickFlex Walls™ Doorless (Felt)	



# QuickFlex Walls®

**vari.**®



With QuickFlex Walls®, you can build an office or conference room in no time without needing a single tool. Full and split panels feature a heavy-duty aluminum frame that sets up easily using our patent-pending quick-locking system, and optional wall and ceiling anchors are available to allow you to set up in any space. QuickFlex Walls® frames are available in a slate or silver finish that complements any professional workspace.

- Patent-Pending Quick-Locking System for Simple Assembly
- Heavy-Duty Aluminum Frame
- Door Kits in Frosted or Clear Finishes Available
- Writable Tempered Glass Surface
- UL1286 Listed, UL723 Certified (Felt Panels Only), SGCC Certified (Glass Panels Only), Meets or Exceeds ANSI/BIFMA X5.6 Standards, and Greenguard and Greenguard Gold Certified

## FRAME FINISHES



Slate



Silver

## FULL PANEL FINISHES



Glass



White Board



Felt

## SPLIT PANEL FINISHES

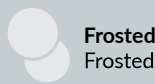
Top Panel:  
Lower Panel:



Glass  
Glass



Glass  
Frosted



Frosted  
Frosted



White Board  
Frosted



Felt  
Felt





# QuickFlex Walls® - Accessories



vari®

Designed to enhance our QuickFlex Walls®, our line of accessories makes it easy to create an office or conference room that meets your unique needs. Whether you need stability or a power strip, we've got you covered.



## Stability Brace

The Stability Brace attaches to the bottom of QuickFlex Walls® for additional stability.

Finishes:  Slate  Silver



## PowerStrip Bracket



Conveniently add a power strip to any QuickFlex Wall® with our Power Strip Bracket.

Finishes:  Slate



## Stability Rail



The Stability Rail attaches to the top of QuickFlex Walls® for additional stability.

Finishes:  Slate  Silver



## Anchor Base Plate



The Anchor Base Plate provides additional stability in compliance with seismic code requirements.

Finishes:  Slate  Silver



## Felt Extension Panels

Available in 24" and 36" heights, these panels attach to the Stability Rail, extending QuickFlex Walls® vertically to increase privacy and sound dampening.

Finishes:  Slate  Silver



# QuickFlex Walls®

**vari.**®



With QuickFlex Walls®, you can build an office or conference room in no time without needing a single tool. Full and split panels feature a heavy-duty aluminum frame that sets up easily using our patent-pending quick-locking system, and optional wall and ceiling anchors are available to allow you to set up in any space. QuickFlex Walls® frames are available in a slate or silver finish that complements any professional workspace.

- Patent-Pending Quick-Locking System for Simple Assembly
- Heavy-Duty Aluminum Frame
- Door Kits in Frosted or Clear Finishes Available
- Writable Tempered Glass Surface
- UL1286 Listed, UL723 Certified (Felt Panels Only), SGCC Certified (Glass Panels Only), Meets or Exceeds ANSI/BIFMA X5.6 Standards, and Greenguard and Greenguard Gold Certified

## FRAME FINISHES



Slate



Silver

## FULL PANEL FINISHES



Glass



White Board



Felt

## SPLIT PANEL FINISHES

Top Panel:  
Lower Panel:



Glass  
Glass



Glass  
Frosted



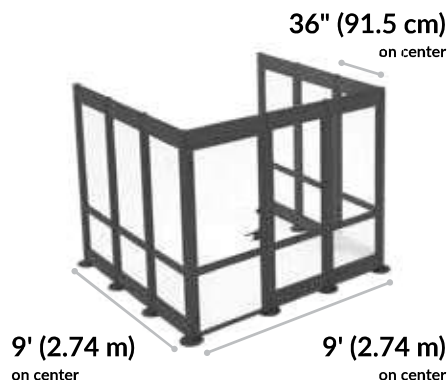
Frosted  
Frosted



White Board  
Frosted



Felt  
Felt





# QuickFlex Walls® - Accessories

vari®

Designed to enhance our QuickFlex Walls®, our line of accessories makes it easy to create an office or conference room that meets your unique needs. Whether you need stability or a power strip, we've got you covered.



## Stability Brace

The Stability Brace attaches to the bottom of QuickFlex Walls® for additional stability.

Finishes:  Slate  Silver



## PowerStrip Bracket

Conveniently add a power strip to any QuickFlex Wall® with our Power Strip Bracket.

Finishes:  Slate



## Stability Rail



The Stability Rail attaches to the top of QuickFlex Walls® for additional stability.

Finishes:  Slate  Silver



## Anchor Base Plate

The Anchor Base Plate provides additional stability in compliance with seismic code requirements.

Finishes:  Slate  Silver



## Felt Extension Panels

Available in 24" and 36" heights, these panels attach to the Stability Rail, extending QuickFlex Walls® vertically to increase privacy and sound dampening.

Finishes:  Slate  Silver



# QuickFlex Walls® Felt Extension Panel 24"



QuickFlex Walls® Felt Extension Panels are designed to easily attach to the top of our QuickFlex Walls to provide privacy sound absorption, creating a quiet place for focus work. The panels are made with sound-dampening PET felt and, like our walls, they are easy to attach or remove so you can adapt your meeting spaces as your needs change.

- Extends the Height of QuickFlex Walls
- Offers Privacy and Sound Dampening
- Quickly Attach or Remove Extension Panels
- Available in Slate or Silver Finish
- Available in Two Heights: 24" and 36"

Panel Finish:  
Trim Finish:



Panel Height  
24" (61 cm)

Post Depth  
3" (7.5 cm)



Panel Width (measured center of post to center of post)  
30" (76 cm) (Above Door-Adjacent Panels)  
34" (86.5 cm) (Above Standard Panels)  
36" (91.5 cm) (Above Door Panels)

Stability Rail Height  
2" (5 cm)





# QuickFlex Walls® Felt Extension Panel 24"



QuickFlex Walls® Felt Extension Panels are designed to easily attach to the top of our QuickFlex Walls to provide privacy sound absorption, creating a quiet place for focus work. The panels are made with sound-dampening PET felt and, like our walls, they are easy to attach or remove so you can adapt your meeting spaces as your needs change.

- Extends the Height of QuickFlex Walls
- Offers Privacy and Sound Dampening
- Quickly Attach or Remove Extension Panels
- Available in Slate or Silver Finish
- Available in Two Heights: 24" and 36"

Panel Finish:  
Trim Finish:



Panel Height  
24" (61 cm)

Post Depth  
3" (7.5 cm)



Panel Width (measured center of post to center of post)  
30" (76 cm) (Above Door-Adjacent Panels)  
34" (86.5 cm) (Above Standard Panels)  
36" (91.5 cm) (Above Door Panels)

Stability Rail Height  
2" (5 cm)





# QuickFlex Walls® Felt Extension Panel 36"



QuickFlex Walls® Felt Extension Panels are designed to easily attach to the top of our QuickFlex Walls to provide privacy sound absorption, creating a quiet place for focus work. The panels are made with sound-dampening PET felt and, like our walls, they are easy to attach or remove so you can adapt your meeting spaces as your needs change.

- Extends the Height of QuickFlex Walls
- Offers Privacy and Sound Dampening
- Quickly Attach or Remove Extension Panels
- Available in Slate or Silver Finish
- Available in Two Heights: 24" and 36"

Panel Finish:  
Trim Finish:



Panel Height  
**36" (91.5 cm)**

Post Depth  
**3" (7.5 cm)**

Panel Width (measured center of post to center of post)  
**30" (76 cm)** (Above Door-Adjacent Panels)  
**34" (86.5 cm)** (Above Standard Panels)  
**36" (91.5 cm)** (Above Door Panels)

Stability Rail Height  
**2" (5 cm)**





# QuickFlex Walls® Felt Extension Panel 36"



QuickFlex Walls® Felt Extension Panels are designed to easily attach to the top of our QuickFlex Walls to provide privacy sound absorption, creating a quiet place for focus work. The panels are made with sound-dampening PET felt and, like our walls, they are easy to attach or remove so you can adapt your meeting spaces as your needs change.

- Extends the Height of QuickFlex Walls
- Offers Privacy and Sound Dampening
- Quickly Attach or Remove Extension Panels
- Available in Slate or Silver Finish
- Available in Two Heights: 24" and 36"

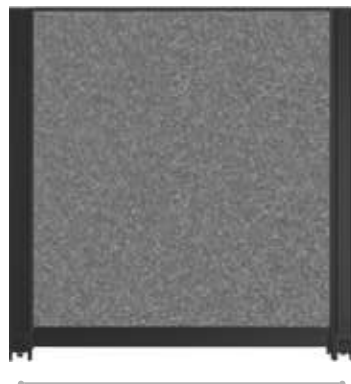
Panel Finish:  
Trim Finish:



Felt  
Slate



Felt  
Silver



Panel Height  
**36" (91.5 cm)**

Post Depth  
**3" (7.5 cm)**

Panel Width (measured center of post to center of post)  
**30" (76 cm)** (Above Door-Adjacent Panels)  
**34" (86.5 cm)** (Above Standard Panels)  
**36" (91.5 cm)** (Above Door Panels)



Stability Rail Height  
**2" (5 cm)**







# Warranty Information

## **Product Warranty**

Vari product warranties last 1 to 10 years from the date of purchase, depending on the product purchased.

## **Limited Warranty**

**Warranty Replacements:** Failure from normal usage will be replaced free of charge and Vari will return the product at our cost.

**Warranty Returns:** Returns outside of the 30-day window, but before the product warranty window, require customers to pay the freight costs to send the product(s) back to our warehouse.

Defects covered by this warranty, will be repaired or, at our option, replaced. For warranty claims made during the first year after purchase, we will pay shipping costs for the returned product and for the replacement product.

In order to ensure your product maintains our superior quality standards, in most cases we fully replace defective products, rather than issuing replacement parts.

For definitions, details, and warranty return information visit [vari.com/warranty](https://vari.com/warranty)



# Warranty Information



## Limited Warranty

We stand behind our products and we want you to feel secure knowing that we'll work with you to resolve any issues. All new VariDesk® and Vari® products purchased in the U.S. after March 2, 2018 are covered by a limited, non-transferable warranty against defects in material or workmanship that affect your ability to operate the product as intended, and that appear due to normal use during the applicable warranty period. "Open Box Products" are sold as-is and are not covered by any warranty or return policy.

This warranty does not cover product failures due to any of the following:

- misuse or abuse
- changes in surface finish, including color-fastness or matching of colors, woodgrains, or textures
- normal wear and tear
- dye transfers caused by external contaminants
- modifications made by the user
- failure to install or maintain the products in accordance with product instructions and warnings
- damage or marking of surfaces caused by sharp or foreign objects
- pilling of textiles

This is the only express warranty offered on VariDesk® and Vari® products. **ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.



# Warranty Information, cont.

vari®

## Applicable Warranty Periods

### 1 Year

- Acrylic Accessory Panel 60
- Acrylic Modesty Panel 48
- Acrylic Modesty Panel 60
- Acrylic Modesty Panel 72
- Acrylic Privacy Panel 24
- Acrylic Privacy Panel 30
- Acrylic Privacy Panel 48
- Acrylic Privacy Panel 60
- Active Seat Basic
- Active Seat
- ActiveMat® Groove
- ActiveMat® Rocker
- Essential Active Stool
- Felt Privacy + Modesty Panel 30
- Felt Privacy + Modesty Panel 48
- Felt Privacy + Modesty Panel 60
- LED Task Lamp + Wireless Charger
- LED Task Lamp

### 2 Years

- Meeting Stool - Discontinued Model
- Metal Conference Chair
- Power Hub
- Power Strip 15 ft
- Power Strip 25 ft
- Power Strip 8 ft
- Sound Cloud
- Standing Mat 34x20
- Standing Mat 36x24
- Stool - Discontinued Model
- The ActiveMat®
- VariDesk® Laptop 30™
- VariDesk® Soho™
- Wood Chair
- Wood Conference Chair
- Wood Conference Stool - Discontinued Model

- VariDesk® Essential Vertical Lift 30\*

### 3 Years

- Essential Desk 48x24 Two Leg\*
- Essential Desk 48x24 Four Leg\*
- Essential Electric Standing Desk 48x24\*
- Essential Electric Standing Desk Split Top 48x24\*
- Essential File Cabinet
- Essential Task Chair
- Four-Tier Locker
- Locker
- Low Locker
- QuickPro™ Table 48 - Discontinued Model
- Two-Tier Locker
- VariDesk® Essential 30\*
- VariDesk® Essential 36\*



# Warranty Information, cont.

vari®

## Applicable Warranty Periods

### 5 Years

- Adjustable Standing School Desk 5-12
- Beam 48
- Beam 60
- Beam 72
- Beam Extension 48
- Beam Extension 60
- Beam Extension 72
- Cable Management Tray
- Coffee Table
- Contemporary Coffee Table
- Curve Electric Standing Desk 60x30
- Drafting Chair
- Dual-Monitor Arm 180 Degree
- Dual-Monitor Arm
- Electric Standing Desk 48x30\*
- Electric Standing Desk 48x30 - Discontinued Model\*
- Electric Standing Desk 60x24\*
- Electric Standing Desk 60x30\*
- Electric Standing Desk 60x30 - Discontinued Model\*
- Electric Standing Desk 72x30\*
- Executive Task Chair
- File Cabinet
- Flip Top Training Table 5 ft
- Flip Top Training Table 6 ft
- Flip Top Training Table Modesty Panel 5 ft
- Flip Top Training Table Modesty Panel 6 ft
- Glass Board 72x48
- Halo Pendant 31 in
- Halo Pendant 40 in
- Hanging Desk Cubby
- High Back Conference Chair
- Laptop Side Table
- Large Nesting Table
- Lateral File Cabinet
- Locker Seat
- Locker Stand
- Lounge Table
- Mobile Glass Board 40x72
- Mobile Glass Board 48x76
- Mobile White Board 48x66
- Monitor Arm + Laptop Stand
- Nesting Training Chair
- Pedestal Side Table
- Performance Task Chair
- Privacy Booth
- Round Coffee Table
- Round Side Table
- Sectional Table
- Single-Monitor Arm
- Sit-Stand School Desk 3-12
- Slim Cabinet - Discontinued Model
- Slim File Cabinet
- Slim Storage Seat
- Small Nesting Table
- Standing Desk 48x32\*
- Standing Desk 60x34\*
- Standing Work Station 36x24\*
- Storage Cabinet - Discontinued Model
- Storage Seat
- Task Chair with Headrest
- Task Chair
- Upholstered Conference Chair
- Upholstered Desk Chair
- VariDesk® Cube Corner® 36\*
- VariDesk® Cube Plus® 40\*
- VariDesk® Electric Pro Plus™ 32\*
- VariDesk® Portable Laptop Stand\*
- VariDesk® Pro Plus™ 30\*
- VariDesk® Pro Plus™ 36\*
- VariDesk® Pro Plus™ 48\*
- VariDesk® Tall 40\*

### 10 Years

- Arm Chair
- Armless Seat
- Cafe Chair
- Side Chair
- Conference Table
- Contemporary Three-Seat Sofa
- Corner Seat
- Executive Bookshelf
- Executive Electric Standing Desk Base
- Executive Electric Standing Desk Lower Modesty Panels
- Executive Electric Standing Desk Modesty Panels
- Executive File Cabinet
- Executive Lateral File Cabinet
- Executive Overhead Cabinet
- Executive Storage Cabinet
- Executive Wardrobe Cabinet
- High Back Chair
- High Back Lounge Chair
- High Back Sofa
- Large Ottoman
- Lounge Chair
- QuickFlex Walls®
- QuickFlex Walls® Anchor Base Plate
- QuickFlex Walls® Felt Extension Panel
- Round Table
- Sectional Ottoman
- Small Ottoman
- Standing Conference Table
- Standing Meeting Table
- Standing Round Table
- Standing Round Table 48 - Discontinued Model
- Standing School Desk 5-12
- Standing School Desk for Two 5-12
- Standing School Desk for Two K-5
- Standing School Desk K-5
- Standing Work Table 60x30
- Table 48x24
- Table 60x24
- Table 60x30
- Tall Cafe Chair
- Tall Side Chair
- Three-Seat Sofa



# Temporary Surcharge

vari.

vari.

Hello,

We are all experiencing unprecedented global inflation in our supply chain costs and increased costs overall. At Vari, we have done our best to absorb those costs and not pass them along to you, our clients. We have tried to mitigate costs by aggressively negotiating the cost of freight and raw materials and by improving packaging efficiencies to maximize our container load.

However, the current cost of doing business has spiked in a way that we could not predict and cannot continue to fully absorb. Due to the sharp increase in the costs impacting our business, we are adding a temporary surcharge of 5% to our orders starting April 1, 2022. We will remove this surcharge when our costs start to taper back down.

Any quote provided with previous pricing will be honored for 30 days. The expiration date can be found on your quote.

Now more than ever, we thank you for being a Vari fan. We value your business and partnership and are dedicated to continuing to bring you the best products, innovation, service, and value. This increase will support our continued delivery on this commitment. Should you have any questions, please contact your Vari sales representative.

Sincerely,






Kevin Wierenga  
Senior Vice President, Sales



# Flexible Workspace Solutions to Support Remote & Hybrid Teams

**vari.**<sup>®</sup>

We have a variety of business solutions to help you create workspaces that elevate your people – wherever they work. Vari created the VariDesk<sup>®</sup> and has a decade of experience shipping furniture to homes and simplifying the online ordering process through Vari.com. Today, we have a variety of flexible business programs that help companies support their employees with home workspace solutions.

Programs	Description	Value
<b>Perks Program</b> vari.com 	<ul style="list-style-type: none"><li>• Direct stipend to employees to purchase their own workspace solutions</li><li>• Companies who would like to pass their corporate discount onto their employees to be able to purchase their own work-from-home solutions</li></ul>	<ul style="list-style-type: none"><li>• Employee driven purchases via credit card</li><li>• Can take advantage of their company's discount for work home needs</li></ul>
<b>Business Program</b> business.vari.com 	<ul style="list-style-type: none"><li>• This Platform is designed for a Business as a self-service tool for all their workspace solutions needs with Vari</li><li>• Great solution for businesses who have dedicated departments or teams that make purchasing decisions</li></ul>	<ul style="list-style-type: none"><li>• Controlled Purchasing Process for a Business</li><li>• High Visibility into order history, tracking, and invoices</li></ul>
<b>Partners Program</b> partners.vari.com 	<ul style="list-style-type: none"><li>• Companies who are looking to purchase products for their employees but need an organized means to do so</li></ul>	<ul style="list-style-type: none"><li>• Procurement puts guardrails around purchases</li><li>• Can limit the menu of products visible to employee</li><li>• Employee makes the product selections and enters their shipping address</li><li>• Order is funded by the company</li></ul>

\* Corporate pricing may take 24 hours to set up for your company's account. Pricing valid on Vari.com orders only. | Cannot be combined with other offers. | Availability subject to change. | Patent and trademark information: vari.com/patents | ©2022 Varidesk, LLC All Rights Reserved.





## **RFP #22-10 Ergonomic Workplace Solutions**

**PREPARED FOR:**  
**REGION 4 EDUCATION SERVICE CENTER**  
**Attention: Chrystal Wallace, Business Operations Specialist,**  
**7145 West Tisdale Road**  
**Houston, Texas 77008**  
**713.462.7708**  
**[cwallace@esc4.net](mailto:cwallace@esc4.net)**

**PREPARED BY:**  
**Vari Sales Corporation**  
**Sade Williams, Sr. RFP and Contracts Specialist**  
**450 N. Freeport Pkwy, Coppell, TX 75019**  
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**[RFP@vari.com](mailto:RFP@vari.com)**  
**RFP #22-10 ergonomic Workplace Solutions-Due June 28, 2022, 2pm CT**



## **Exhibit A**

### **Response for National Cooperative Contract**

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#### **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.

##### **1.1 Requirement**

The 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”), is requesting proposals for ergonomic workplace solutions. 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’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners 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, 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.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, 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’ 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.



These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether 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 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 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 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 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 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 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 Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$15 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, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. 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. 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 and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). 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. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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).

All signed Supplemental Agreements and 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' 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 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 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 nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners 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 for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### **3.1 Company**

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons 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.
  - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. 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. If there



are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

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 an 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. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. 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 are ensured 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 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 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 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.

- 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 internet web-based homepage on Supplier's website with:
    - OMNIA Partners 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' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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 and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners 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. All sales materials are to use the OMNIA Partners 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
  - 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 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.
- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners 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 Administrative 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).
- 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 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).
- 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.



**Exhibit B**  
**Administration Agreement, Example**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this 24 day of June 2022, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and Vari Sales Corporation (“**Supplier**”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (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 Office Furniture (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 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 to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners 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 and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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 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, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative 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 solely in its capacity as the cooperative 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 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 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 shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise



communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

9. 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 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners 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.

#### **NATIONAL PROMOTION**

10. OMNIA Partners 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 program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://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. 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 or posts on the OMNIA Partners website.



Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners 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 from Supplier in the amount of 3 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 with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, 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 by the 10<sup>th</sup> 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' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners 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 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' 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, or its designee, in OMNIA Partners' 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 receives such report. In addition, OMNIA Partners 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 at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of



Administrative Fees is revealed, OMNIA Partners 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' 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' 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 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' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, 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.

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:

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

B. Supplier:

Vari Sales Corporation  
Attn: Sr Director of Sales  
450. N Freeport Parkway  
Coppell, TX, 75019

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, 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.

**VARI SALES CORPORATION  
A DELAWARE CORPORATION**

  
\_\_\_\_\_  
Signature  
Sade Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Sr. RFP and Contracts Specialist

\_\_\_\_\_  
Title

\_\_\_\_\_  
6/24/22

\_\_\_\_\_  
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



**Exhibit C**  
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

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



3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.



11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative  
administrator on behalf of Principal  
Procurement Agencies:**  
**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY  
COMMUNITIES PROGRAM  
MANAGEMENT, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature

Sarah E. Vavra

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Sr. Vice President, Public Sector Contracting

\_\_\_\_\_  
Title and Agency Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Exhibit D**  
**Principal Procurement Agency Certificate, Example**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as Sr. RFP and Contracts Specialist of and on behalf of [] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, ] \_\_\_\_\_



Signature

Sade Williams

\_\_\_\_\_  
Name

Sr. RFP and Contracts Specialist

Title

6/24/22

Date









# Products/Pricing

\*Vari uses SKU numbers to reflect a manufacturer part number being Vari is the manufacturer.

**vari.**<sup>®</sup>



# PRICING | SIT- STAND CONVERTERS



## SIT-STAND CONVERTERS

SKU	ITEM	DESCRIPTION	
49357	VariDesk® ProPlus™ 30 (Black)	Desk Converter	\$
43457	VariDesk® ProPlus™ 30 (Black) - GSA	Desk Converter	\$
42431	VariDesk® ProPlus™ 36 (Black)	Desk Converter	\$
49856	VariDesk® ProPlus™ 36 (Black) - TAA	Desk Converter	\$
49857	VariDesk® ProPlus™ 36 (White)	Desk Converter	\$
49358	VariDesk® ProPlus™ 48 (Black)	Desk Converter	\$
49858	VariDesk® ProPlus™ 48 (Black)	Desk Converter	\$
49362	VariDesk® Cube Corner® 36 (Black)	Desk Converter	\$
45198	VariDesk® Cube Corner® 36 (Black)	Desk Converter	\$
49884	VariDesk® Cube Plus® 40 (Black)	Desk Converter	\$
49742	VariDesk® Laptop 30™ (Black)** Warranty 1	Desk Converter	\$
49942	VariDesk® Portable Laptop Stand	Desk Converter	\$
45015	VariDesk® Tall 40 (Black)	Desk Converter	\$

5-year Warranty



# VariDesk® Pro Plus™ 36

vari®



Finishes:



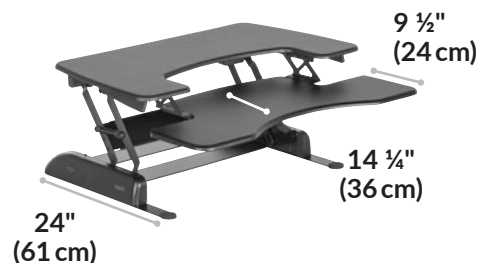
Black



White

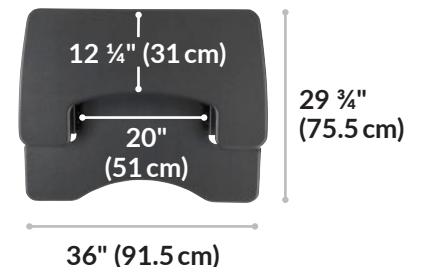
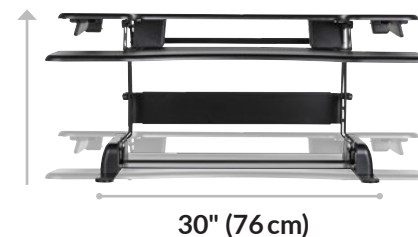
The VariDesk® Pro Plus™ 36 is a standing-desk solution sized to accommodate those with dual-monitor setups or larger workspaces. The two-tiered design with a separate keyboard/mouse deck gives you plenty of room for basics and accessories with the added convenience of never having to move any components when raising or lowering your Converter.

- Fully Assembled, No Installation Needed
- Supports up to 35 lb (15.8 kg)
- Dual-Monitor Compatible
- 11 Height Settings
- Spring-Assisted Lift



Height Settings:

4 1/2" (11.5 cm) to 17 1/2" (44.5 cm)





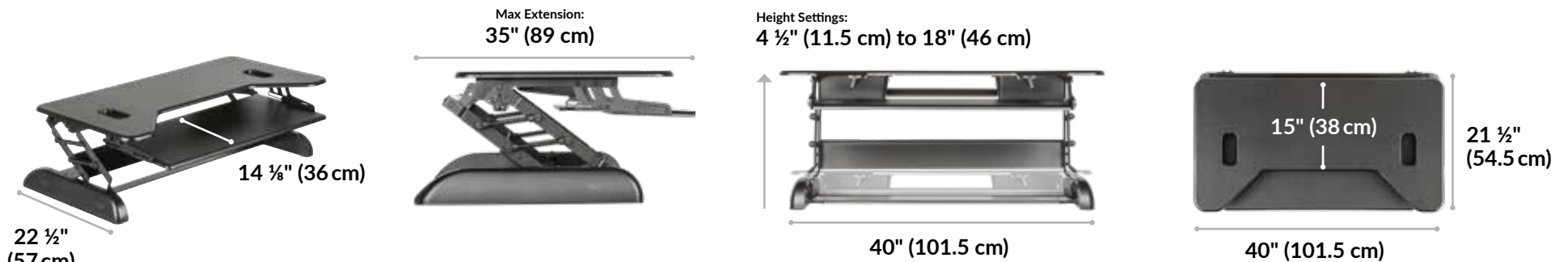
# VariDesk® Cube Plus® 40

**vari.**®



The VariDesk® Cube Plus® 40 is the perfect sit-stand solution for narrow desks or cubicle setups. With a slide-out keyboard tray and a 22 ½" (57 cm) depth, it's slim enough to use in the wings of a standard cubicle, while still offering comfort and stability whether sitting or standing.

- Fully Assembled, No Installation Needed
- Supports up to 35 lb (15.8 kg)
- Dual-Monitor Compatible
- 9 Height Settings
- Spring-Assisted Lift





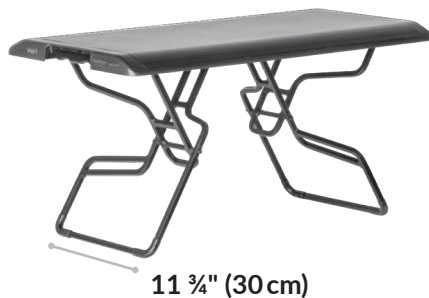
# VariDesk® Laptop 30™

**vari.**®

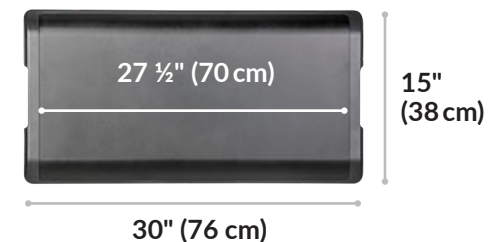
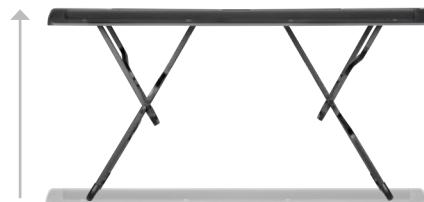


The VariDesk® Laptop 30™ is one of our most compact standing desk solutions. It's a single, flat deck that's 30 inches wide, and it pops up or folds down in seconds. It's perfect for the mobile minimalist who needs a standing desk solution that's easy to move and manage for a laptop or tablet.

- Fully Assembled, No Installation Needed
- Supports up to 15 lb (6.8 kg)
- Laptop Compatible
- 9 Height Settings
- Compact, Lightweight Design



Height Settings:  
1 1/4" (3 cm) to 15" (38 cm)





# VariDesk® Portable Laptop Stand

**vari.**®



The VariDesk® Portable Laptop Stand is perfect for mobile users who are looking to stand while they work or lift their laptop for video calls. It's lightweight, compact, and designed to fit in a backpack or bag. The Portable Laptop Stand sits on any standard-height table and easily folds open for usage or flat for storage. Featuring anti-slip grips for stability while typing, the Portable Laptop Stand is perfect for users on the go.

- Raises Your Laptop 12"
- No Tools or Assembly Required
- Anti-Slip Grip on Surface and Feet for Added Stability
- Great for Use at Coffee Shops, Co-Working Spaces, or Anywhere You Want to Work
- Made of Lightweight and Strong Aluminum, Weighing just 2.4 lb
- Fits Laptops Up to 15" and 15 lb



Back Leg Width:  
5 ¾" (14.5 cm)  
Front Leg Width:  
8 ½" (21.5 cm)



Closed Length:  
16" (40.5 cm)

Closed Depth:  
7/8" (2 cm)

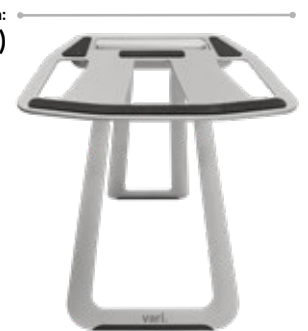
Surface Depth When Open:  
9 7/8" (25 cm)



Leg Depth When Open:  
9 7/8" (25 cm)

Surface Width When Open:  
9 7/8" (25 cm)

Height When Open:  
12" (30.5 cm)





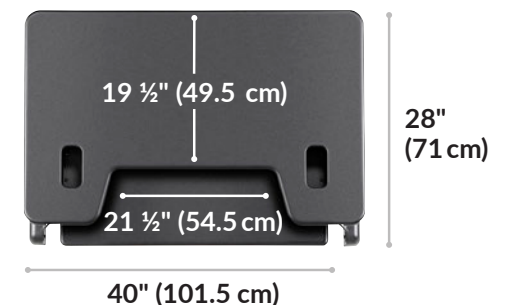
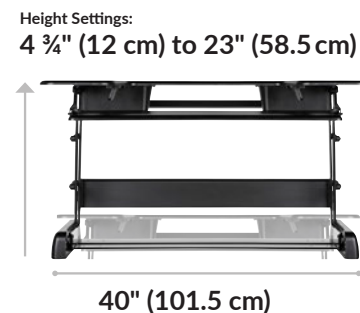
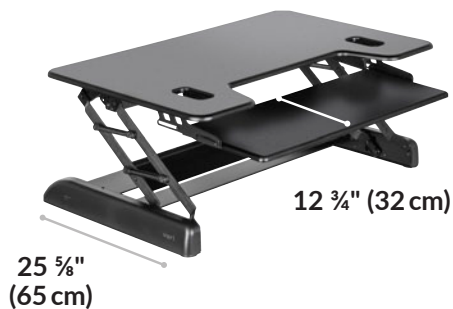
# VariDesk® Tall 40

vari®



For taller users needing more height in their sit-stand solution, we've created the VariDesk® Tall 40 to accommodate users up to 6'6". This model offers the height you need and enough surface space for multiple monitors, papers, and other accessories. The lower keyboard tray slides out and fits a full-size keyboard and mouse with plenty of room to spare.

- Fully Assembled, No Installation Needed
- Supports up to 35 lb (15.8 kg)
- Dual-Monitor Compatible
- 9 Height Settings
- Spring Assisted Lift





# PRICING | DESK | TABLES



SKU	ITEM	DESCRIPTION	LIST PRICE	NET PRICE	NET PRICE + FREIGHT
47455	Standing Desk 48x32 (White)	Desk	\$		
400819	Electric Standing Desk 48x30 (Butcher Block)	Desk	\$		
400818	Electric Standing Desk 48x30 (Reclaimed Wood)	Desk	\$		
400821	Electric Standing Desk 48x30 (Black)	Desk	\$		
400820	Electric Standing Desk 48x30 (Dark Wood)	Desk	\$		
400802	Electric Standing Desk 48x30 (White)	Desk	\$		
401439	Electric Standing Desk 60x24 (Black) - G2	Desk	\$		
401435	Electric Standing Desk 60x24 (Butcher Block) - G2	Desk	\$		
401437	Electric Standing Desk 60x24 (Dark Wood) - G2	Desk	\$		
401384	Electric Standing Desk 60x24 (Reclaimed Wood) - G2	Desk	\$		
401442	Electric Standing Desk 60x24 (White) - G2	Desk	\$		
400814	Electric Standing Desk 60x30 (Butcher Block)	Desk	\$		
400803	Electric Standing Desk 60x30 (Reclaimed Wood)	Desk	\$		
400816	Electric Standing Desk 60x30 (Black)	Desk	\$		
400815	Electric Standing Desk 60x30 (Dark Wood)	Desk	\$		
400817	Electric Standing Desk 60x30 (White)	Desk	\$		
401140	Electric Standing Desk 72x30 (Black)	Desk	\$		
401138	Electric Standing Desk 72x30 (Butcher Block)	Desk	\$		
401139	Electric Standing Desk 72x30 (Dark Wood)	Desk	\$		
401137	Electric Standing Desk 72x30 (Reclaimed Wood)	Desk	\$		
401087	Electric Standing Desk 72x30 (White)	Desk	\$		
401075	Electric Standing Desk 48x30 + Tray (Butcher Block)	Desk	\$		
401074	Electric Standing Desk 48x30 + Tray (Reclaimed Wood)	Desk	\$		
401077	Electric Standing Desk 48x30 + Tray (Black)	Desk	\$		
401076	Electric Standing Desk 48x30 + Tray (Dark Wood)	Desk	\$		
401078	Electric Standing Desk 48x30 + Tray (White)	Desk	\$		
401465	Electric Standing Desk 60x24 +Tray (Black) - G2	Desk	\$		
401463	Electric Standing Desk 60x24 +Tray (Butcher Block) - G2	Desk	\$		
401464	Electric Standing Desk 60x24 +Tray (Dark Wood) - G2	Desk	\$		
401462	Electric Standing Desk 60x24 +Tray (Reclaimed Wood) - G2	Desk	\$		
401466	Electric Standing Desk 60x24 +Tray (White) - G2	Desk	\$		



# Desk and Tables Continued

SKU	ITEM	DESCRIPTION
47455	Standing Desk 48x32 (White)	Desk
401080	Electric Standing Desk 60x30 + Tray (Butcher Block)	Desk
401079	Electric Standing Desk 60x30 + Tray (Reclaimed Wood)	Desk
401082	Electric Standing Desk 60x30 + Tray (Black)	Desk
401081	Electric Standing Desk 60x30 + Tray (Dark Wood)	Desk
401083	Electric Standing Desk 60x30 + Tray (White)	Desk
401401	Electric Standing Desk 72x30 + Tray (Reclaimed Wood)	Desk
401402	Electric Standing Desk 72x30 + Tray (Butcher Block)	Desk
401403	Electric Standing Desk 72x30 + Tray (Dark Wood)	Desk
401404	Electric Standing Desk 72x30 + Tray (Black)	Desk
401405	Electric Standing Desk 72x30 + Tray (White)	Desk
45622	Table 48x24 (White)	Table
45756	Table 48x24 (Butcher Block)	Table
46000	Table 48x24 (Reclaimed Wood)	Table
46010	Table 60x24 (White)	Table
46077	Table 60x24 (Butcher Block)	Table
46100	Table 60x24 (Reclaimed Wood)	Table
46292	Table 60x24 (Dark Wood)	Table
43188	Table 60x24 (Black)	Table
41888	Table 60x24 (White)	Table
42205	Table 60x24 (Dark Wood)	Table
41887	Table 60x24 (Black)	Table
46293	Table 60x30 (White)	Table
46110	Table 60x30 (Butcher Block)	Table
46133	Table 60x30 (Reclaimed Wood)	Table
401617	Table 60x30 (Black)	Table
401329	Table 60x30 (White)	Table
401177	Flip Top Training Table 5' (Black)	Training Table
401252	Flip Top Training Table 5' (White)	Training Table
401375	Flip Top Training Table 6' (Black)	Training Table
401376	Flip Top Training Table 6' (White)	Training Table
43190	Conference Table (Reclaimed Wood)	Table
401050	Conference Table (Butcher Block)	Table
401051	Conference Table (White)	Table
401610	Conference Table (Black)	Table
43653	Standing Conference Table (Butcher Block)	Table



# Desk and Tables Continued

SKU	ITEM	DESCRIPTION	
43762	Standing Conference Table (Reclaimed Wood)	Table	\$
43312	Standing Conference Table (White)	Table	\$
401611	Standing Conference Table (Black)	Table	\$
46188	Standing Meeting Table (Butcher Block)	Table	\$
46190	Standing Meeting Table (Reclaimed Wood)	Table	\$
46218	Standing Round Table (Butcher Block)	Table	\$
46227	Standing Round Table (Reclaimed Wood)	Table	\$
46241	Round Table (Butcher Block)	Table	\$
46246	Round Table (Reclaimed Wood)	Table	\$
45253	Standing Worktable 60x30 (Reclaimed Wood)	Table	\$

Desks & Tables	Warranty
Electric Standing Desks	5 Year
Tables	10 Year
Standing Tables	10 Year
Conference Tables	10 Year
Standing Conference Tables	10 Year
Training Tables	5 Year



# Electric Standing Desk 72x30

**vari.**<sup>®</sup>

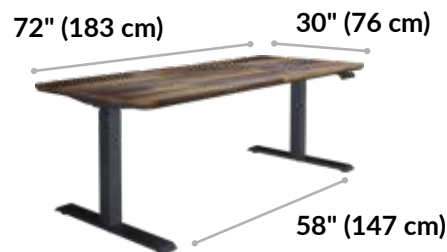


The spacious 72" wide worksurface is our largest electric standing desk size. Each desk is designed to last, featuring sturdy T-Style legs for enhanced stability and a commercial-grade laminate finish that's easy to clean. Memory settings and an LED display make it easy to adjust to any height from 25"–50 ½". With multiple finishes that showcase its stylish chamfered edges, there's a look that's sure to fit your style. Don't forget to pair your desk with our accessories, including our monitor arms, standing mats, and more, to create a complete workspace.

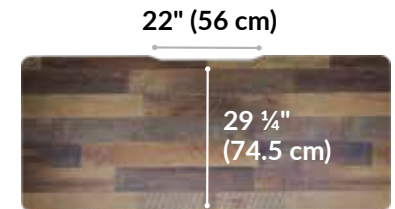
- Assembles in Minutes
- 4 Programmable Memory Settings with LED Display
- T-Style Leg with Heavy-Duty Steel Foot for Enhanced Stability
- Supports up to 180 lb (81.6 kg)
- UL962 Listed, UL Certified to BIFMA Standards, and GreenGuard and GreenGuard Gold Certified

Finishes:

- Black Slate
- White Silver
- Dark Wood Slate
- Butcher Block Slate
- Reclaimed Wood Slate



Height Settings:  
25" (63.5 cm) to 50 ½" (128 cm)





# Table 60x30

**vari.**<sup>®</sup>



The Table 60x30 gives anyone a spacious workstation, with plenty of room for a dual-monitor setup, keyboard, mouse, and more. It can be assembled in minutes and used as an individual workstation or paired with another desk as a return for more space. This desk also features legs that can link multiple desks together through our QuickGrip hand-bolt system, easily creating a seamless benching application of workstations.

- Can Link Multiple Desks for Benching Configuration
- Assembles Quickly and Easily
- Cable Management Tray
- Durable Laminate Finish
- Supports up to 300 lb (136 kg)

Top Finishes:  
Leg Finishes:



Butcher Block  
Slate



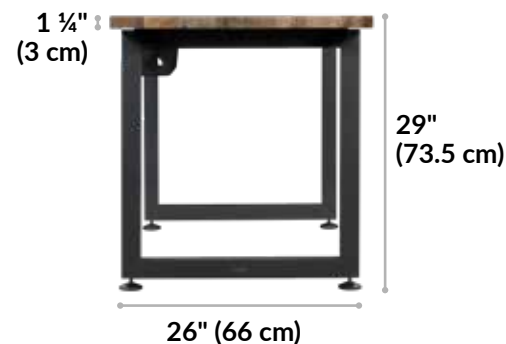
Reclaimed Wood  
Slate



Black  
Slate



White  
Silver







# Flip Top Training Table 5'

**vari.**<sup>®</sup>



The Flip Top Training Table is designed to be a flexible solution for training and collaboration spaces. With roll-and-lock casters, it's easy to move, store, or lock in place. The flip-top design and y-shaped legs make it easy to nest with other tables for storage. Plus, linking brackets connect multiple tables together, making it simple to create the perfect training space.

- Assembles in Minutes
- Tabletop Made of Durable MDF
- Composite Legs Designed for Stability when Nested or in Use
- Built-In Linking Bracket Makes Connecting Tables Quick and Easy
- Pairs Perfectly with the Flip Top Training Table Modesty Panel for Privacy
- Supports up to 125 lb (56.7 kg)
- Meets BIFMA Standards

Finishes:  Black  White





# Conference Table

vari®



Our Conference Table is designed for seated meetings and meets ADA accessibility guidelines. It features a durable laminate finish, a center opening for cable management, and plenty of room for meetings of up to six seated people. The roll-and-lock casters make the Conference Table easy to move, plus, the simple assembly process only takes a few minutes and requires no additional tools.

- Accommodates Meetings with up to Six Seated People
- Roll-and-Lock Casters Make It Easy to Move
- Meets ADA Accessibility Guidelines
- Center Opening for Cable Management
- Holds up to 300 lb (136 kg)
- Assembles in Minutes without Extra Tools

Top Finishes:  
Leg Finishes:



Butcher Block  
Slate



Reclaimed Wood  
Slate



Black  
Slate



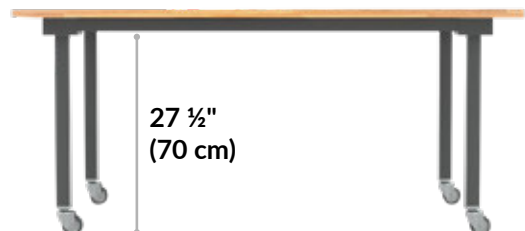
White  
Slate

72" (183 cm)



14 1/2" (37 cm)

42"  
(106.5 cm)



27 1/2"  
(70 cm)

30 1/2"  
(77.5 cm)



28 3/4"  
(73 cm)



# Standing Conference Table

**vari.**<sup>®</sup>



The generous work surface easily accommodates up to 8 people, and the lower shelf is perfect for storage or resting a foot. We also offer tall conference chairs for seating options. The Standing Conference Table assembles in minutes thanks to our QuickGrip hand-bolt system. Its sturdy and durable frame makes it a heavy-duty meeting table, but our roll-and-lock casters help you easily move it when necessary.

- Lockable Casters
- Assembles Quickly and Easily
- Center Opening for Cable Management
- Durable Laminate Finish
- Supports up to 300 lb (136 kg)

Top Finishes:  
Leg Finishes:



Butcher Block  
Slate



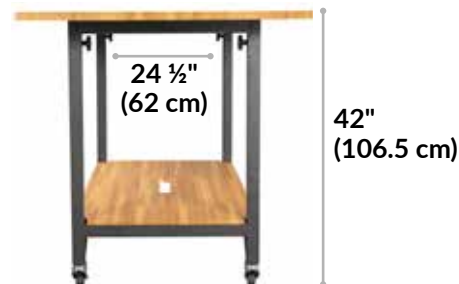
Reclaimed Wood  
Slate



Black  
Slate



White  
Slate





# Standing Meeting Table

**vari.**<sup>®</sup>



Make the most of your meetings with the Standing Meeting Table. With easy assembly and the ability to link multiple tables together, you can create a meeting space that fits the size of your room or group in minutes. Each table is made from commercial-grade materials and can be set to one of three different heights. With the option to meet sitting or standing, it's perfect for quick meetings or long work sessions.

- Assembles Quickly and Easily
- Durable Laminate Finish
- Multiple Tables Can be Linked Together
- Center Grommet for Cable Management
- 3 Different Height Settings
- Supports up to 300 lb (136 kg)

Finishes:



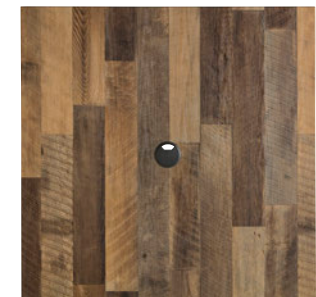
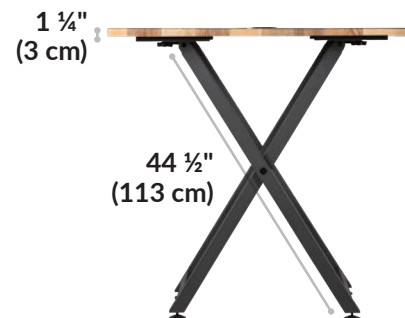
Butcher Block  
Slate



Reclaimed Wood  
Slate



45" (114.5 cm)  
42" (106.5 cm)  
39" (99 cm)



42"  
(106.5 cm)



# Standing Round Table

**vari.**<sup>®</sup>



Finishes:



**Butcher Block  
Slate**



**Reclaimed Wood  
Slate**

The Standing Round Table is a multifunction table. It's where you meet or where you eat. Great for standing meetings, the large work surface gives up to 4 people plenty of elbow room, and there are tall seating options available. This table is sturdy, stable, and easy to move wherever you need it. Like all Vari<sup>®</sup> products, it assembles easily in just a few minutes.

- All Tools Included
- Assembles in Minutes
- Durable Laminate Finish
- Supports up to 300 lb (136 kg)

1 ¼" :  
(3 cm)



42" (106.5 cm)



41" (104.1 cm)



# Round Table

**vari.**<sup>®</sup>



The Round Table is perfect for informal seated meetings, meals, or coffee breaks. It's just the right height for casual lounge or cafe areas and offers plenty of tabletop space for up to 4 people. The Round Table is sturdy, stable, and easy to move wherever you need it. Like all Vari<sup>®</sup> products, this table assembles easily in just a few minutes.

- All Tools Included
- Assembles in Minutes
- Durable Laminate Finish
- Supports up to 300 lb (136 kg)

Finishes:



**Butcher Block  
Slate**

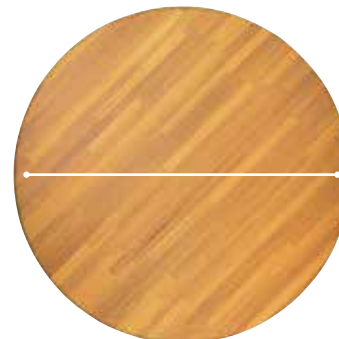


**Reclaimed Wood  
Slate**

1 1/4" :  
(3 cm)



29"  
(73.5 cm)



41" (104.1 cm)



# PRICING | MATS | MONITOR ARMS



## Vari Mats

SKU	ITEM	DESCRIPTION	LIST PRICE	NET PRICE	NET PRICE + FREIGHT
49866	Standing Mat 34x20	Mat			
400780	Standing Mat 36x24	Mat			
49892	The ActiveMat®	Mat			

1-year Warranty

## Monitor Arms

SKU	ITEM	DESCRIPTION	LIST PRICE	NET PRICE	NET PRICE + FREIGHT
48003	Dual-Monitor Arm	Monitor Arm			
49920	Dual-Monitor Arm	Monitor Arm			
48002	Single-Monitor Arm	Monitor Arm			
49911	Single-Monitor Arm	Monitor Arm			
41513	Dual-Monitor Arm 180 Degree	Monitor Arm			
48017	Monitor Arm + Laptop Stand	Monitor Arm			

1-year Warranty

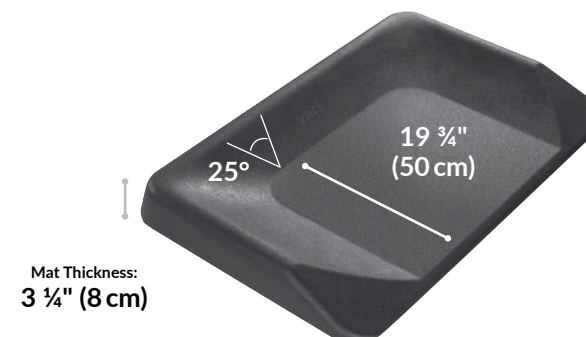
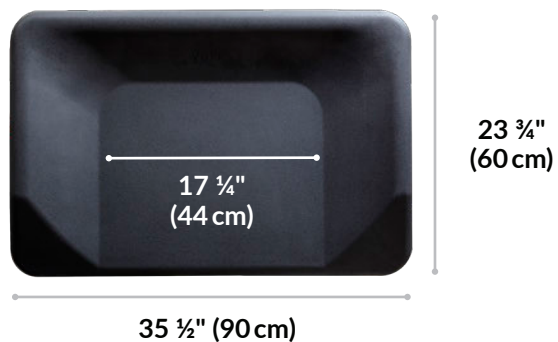


# The ActiveMat®

**vari.**®

The ActiveMat® allows your feet to explore and engage different muscles while standing. Stretch, shift, and stand in a multitude of positions guided by the dynamic shape of this unique anti-fatigue mat. Its durable, high-density core gives long-lasting and soft cushioning throughout your day.

- Beveled, No-Curl Edges
- Durable, High-Density Core
- Supports Feet, Knees, Hips, and Back
- Raised Side Rails and Wide, Calf Stretching Panel
- Engages Different Muscles While Standing





# Standing Mat 36x24

**vari.**<sup>®</sup>



The perfect companion accessory to your standing desk, this durable desk mat cushions and supports your feet, knees, hips, and back as you work. The Standing Mat 36x24 provides cushioned support all day long.

- Beveled, No-Curl Edges
- Easy to Clean
- Supports Feet, Knees, Hips, and Back





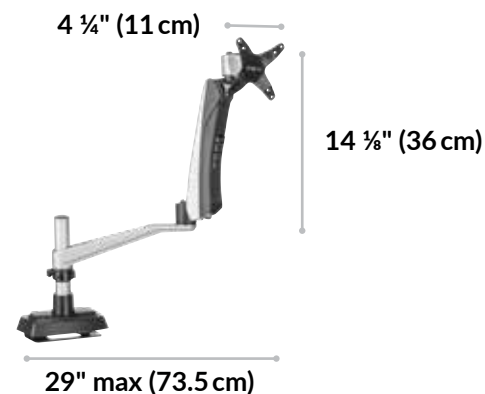
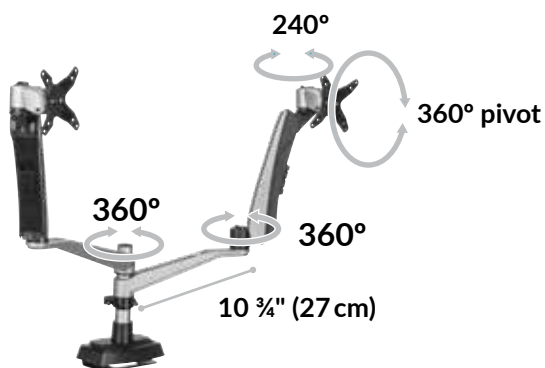
# Dual-Monitor Arm

**vari.**<sup>®</sup>



The Dual-Monitor Arm works seamlessly with all of our desks. Each arm is fully adjustable and can hold up to 19.8 lb (9 kg). They're also easy to install and are VESA standard compatible, so they can accommodate most monitors.

- Monitor Arm Supports up to 19.8 lb (9 kg) Per Arm
- VESA Compatible (75x75mm and 100x100mm)
- Max Monitor Size: 27" (68.5 cm)
- Recommended for Monitors with 16:9 Aspect Ratio
- Monitor Rotates 360 Degrees
- Fully Articulating
- Easy Installation





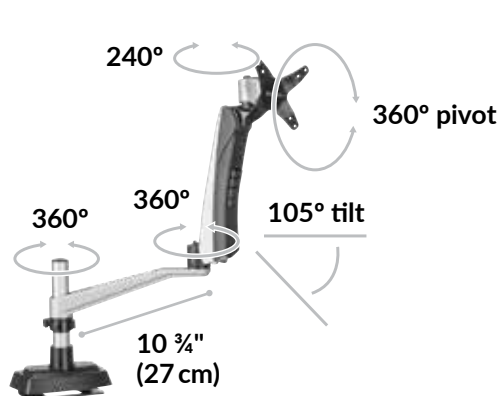
# Single-Monitor Arm

**vari.**<sup>®</sup>



Our Single-Monitor Arm lets you position your monitor right where you want it so you can work comfortably. This adjustable arm can rotate 360° and holds up to 19.8 lb (9 kg). It's also easy to install and VESA standard compatible, so it can accommodate most monitors.

- Monitor Arm Supports up to 19.8 lb (9 kg) Per Arm
- VESA Compatible (75x75mm and 100x100mm)
- Max Monitor Size: 27" (68.5 cm)
- Recommended for Monitors with 16:9 Aspect Ratio
- Monitor Rotates 360 Degrees
- Fully Articulating
- Easy Installation





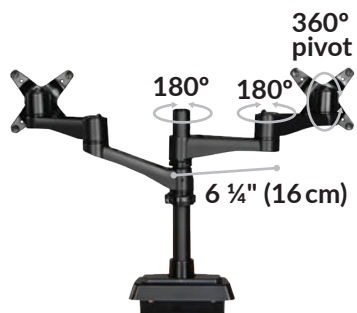
# Dual-Monitor Arm 180 Degree

**vari.**<sup>®</sup>



Compact space doesn't have to mean compromise. The Dual-Monitor Arm 180 degree has a 180° range of movement so you can position a pair of monitors flush against a wall or cubicle. With the Dual-Monitor Arm 180 Degree, you can lift your monitors up to gain more desk space and position them where they're most comfortable.

- Monitor Arm Supports up to 19.8 lb (9 kg) Per Arm
- VESA Compatible (75x75mm and 100x100mm)
- Monitor Rotates 360 Degrees
- Easy Installation
- Max Monitor Size: 27" (68.5 cm)
- Recommended for Monitors with 16:9 Aspect Ratio





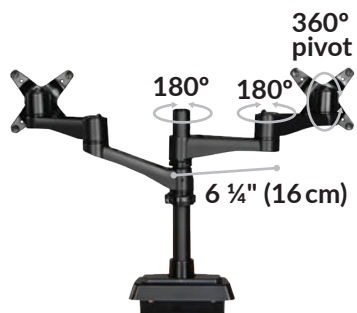
# Dual-Monitor Arm 180 Degree

**vari.**<sup>®</sup>



Compact space doesn't have to mean compromise. The Dual-Monitor Arm 180 degree has a 180° range of movement so you can position a pair of monitors flush against a wall or cubicle. With the Dual-Monitor Arm 180 Degree, you can lift your monitors up to gain more desk space and position them where they're most comfortable.

- Monitor Arm Supports up to 19.8 lb (9 kg) Per Arm
- VESA Compatible (75x75mm and 100x100mm)
- Monitor Rotates 360 Degrees
- Easy Installation
- Max Monitor Size: 27" (68.5 cm)
- Recommended for Monitors with 16:9 Aspect Ratio





# PRICING | LIGHTING | POWER | STORAGE



## Lighting & Power

SKU	ITEM	DESCRIPTION	
42686	LED Task Lamp + Wireless Charger (Black)	Lamp	\$
43369	Power Hub	Power Hub	\$
42007	Power Strip 8ft	Power Strip	\$
43148	Power Strip 15ft	Power Strip	\$
43158	Power Strip 25ft	Power Strip	\$
400645	Power Strip 25ft	Power Strip	\$

1-year Warranty

## Storage

SKU	ITEM	DESCRIPTION	
400742	File Cabinet (Slate)	Storage	
400719	File Cabinet (White)	Storage	
401555	Lateral File Cabinet (Slate)	Storage	
400718	Slim File Cabinet (Slate)	Storage	
400744	Slim Storage Seat	Storage	
400743	Storage Seat	Storage	
401461	Hanging Desk Cubby (GSA)	Storage	

5-year Warranty



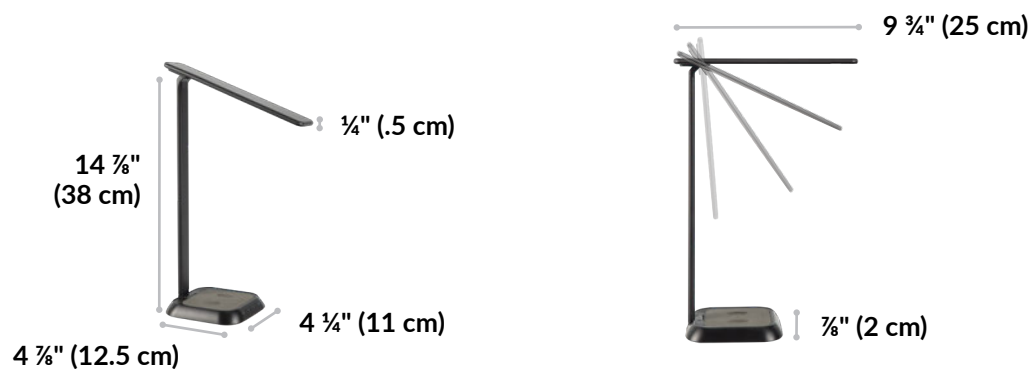
# LED Task Lamp + Wireless Charger

**vari.**<sup>®</sup>



The LED Task Lamp + Wireless Charger offers fast, convenient, cordless charging and customizable LED light. The base doubles as a wireless charger for compatible phones, and the long-lasting, flicker-free LED offers 4 brightness and color settings. It comes fully assembled and ready to light up your workspace.

- Wireless Phone Charger in Base charges Qi compatible devices
- Energy-Efficient, Long-Lasting LEDs, No Bulbs to Replace
- 4 Color Settings: Warm White, Soft White, Natural White, Cool White
- Simple Touch Switches for All Functions
- UL Listed Adapter





# Power Hub

vari®



The Power Hub is a simple way to charge all your devices and power on all your electronics in one place. Plug the Power Hub into a grounded outlet, clamp it to the edge of your desk or table, tighten, and you're ready to work. Keep your electronics right where you need them and keep desktops organized with all your cords and cables plugged into one place.

- Easily Clamps to Desk
- 3 AC Outlets and 2 USB Ports (3.0 A and 2.4 A)
- Includes an Overload Protector to Safeguard Your Devices





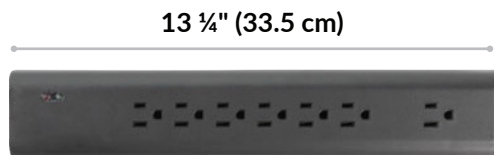
# Power Strip

**vari.**<sup>®</sup>



Vari<sup>®</sup> Power Strip provides a safe, convenient power source for any active workspace. Designed with 7 outlets and built-in surge protection, it can accommodate plenty of devices, large and small. The attractive slate gray finish will complement any Vari office product perfectly.

- 3 Cord Lengths Available: 8ft, 15ft, and 25ft
- 45° Angled Plug
- 7 Outlets
- Includes a Surge Protector to Safeguard Your Devices

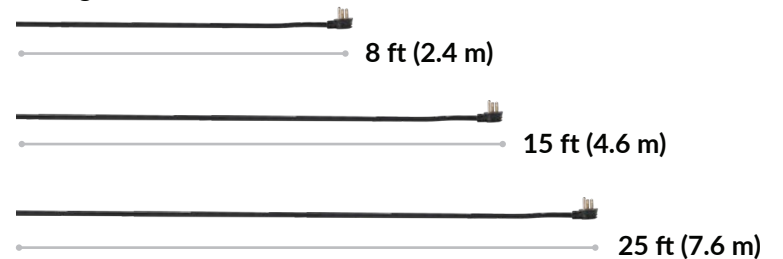


1 1/8"  
(3 cm)



2 3/8"  
(6 cm)

3 Lengths Available:





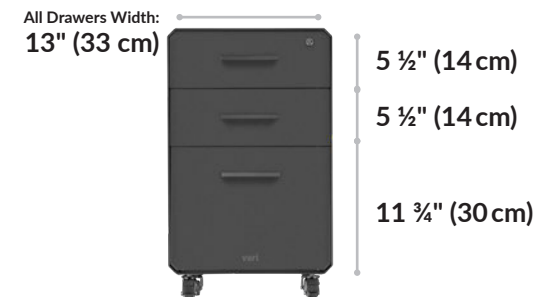
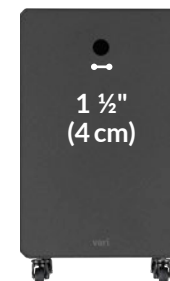
# File Cabinet

**vari.**<sup>®</sup>



The File Cabinet is your personal filing and storage solution. It's easy to get organized with 3 soft-close drawers, drawer divider, and dedicated space for your letter or legal-size hanging file folders. Featuring durable powder-coated steel construction, this cabinet ships fully assembled with roll-and-lock casters and lockable drawers to safeguard devices and sensitive materials.

- Secure Drawer Lock - 2 Keys Included
- Roll-and-Lock Casters Included
- 3 Soft-Close Drawer
- Ships Fully Assembled
- Cable Opening for In-Drawer Charging





# Lateral File Cabinet

**vari.**<sup>®</sup>



This versatile filing solution can hold both letter and legal-sized files. Sized to fit perfectly under our Table 60x24 and Table 60x30, it features two lockable drawers and removable bars for hanging your files. The Lateral File Cabinet ships fully assembled and ready to use right out of the box.

- Durable Steel Construction
- Two Lockable Drawers (Keys Included)
- Removable Bars for Hanging Files
- Leveling Pads for Stability





# Slim File Cabinet

**vari.**<sup>®</sup>



The Slim File Cabinet is your filing and storage solution with a sleek, slim design. It's easy to get organized with 3 soft-close drawers, drawer divider, and dedicated space for your letter or legal-size hanging file folders. Featuring durable powder-coated steel construction, this cabinet ships fully assembled with roll-and-lock casters and lockable drawers to safeguard devices and sensitive materials.

- Secure Drawer Lock - 2 Keys Included
- Roll-and-Lock Casters Included
- 3 Soft-Close Drawer
- Ships Fully Assembled
- Cable Opening for In-Drawer Charging





# Slim Storage Seat

**vari.**<sup>®</sup>



A seating and storage solution in one, the Slim Storage Seat features a removable, magnetic cushion that makes it perfect for on-the-spot meetings. Its slim design fits compact spaces, and it rolls easily under any full-size desk. The 2 soft-close drawers are lockable, with plenty of space in the bottom drawer for your letter or legal-size hanging file folders. Built with powder-coated steel and roll-and-lock casters, the Slim Storage Seat ships fully assembled and ready to use.

- Secure Drawer Lock – Keys Included
- Roll-and-Lock Casters
- 2 Soft-Close Drawers
- Ships Fully Assembled
- Cable Opening for In-Drawer Charging
- Removable Cushion
- Supports up to 225 lb





# Hanging Desk Cubby

**vari.**<sup>®</sup>



Store your personal and work items while keeping a clean desk with the help of the Hanging Desk Cubby. With no assembly or installation required, it easily slides onto compatible desks or tables and has enough room for your files and a small backpack or bag. Plus, a writable, glass surface on top of the cubby is perfect for making to-do lists.

- Fully Assembled
- Padding Underneath the Writable Surface and Inside the Cubby Prevents Scratching
- Made of Durable, Powder-Coated Steel
- Rear Cable Opening for Charging Portable Devices
- Easily Slides Onto Desks or Tables That Are 1 7/8" Thick
- 50 lb Weight Capacity

8 1/2" (21.5 cm)



18"  
(46 cm)

Gap Height:  
1 7/8" (4.5 cm)

13 1/2"  
(34 cm)



15 1/4"  
(39 cm)



Top Depth:  
11" (28 cm)

Total Depth:  
13 1/2" (34 cm)

Base Depth:  
12 3/4" (32 cm)



Cable Opening Diameter:  
1 1/2" (4 cm)

11 1/2" (29 cm)



Seating

SKU	ITEM	DESCRIPTION	
400767	Active Seat	Chair	
401493	Task Chair (Black)	Chair	
401537	Task Chair (Grey)	Chair	
400663	Task Chair (Black) - GSA	Chair	
401494	Task Chair w/Headrest (Black)	Chair	
401538	Task Chair w/Headrest (Grey)	Chair	
400664	Task Chair w/Headrest (Black) - GSA	Chair	
401495	Drafting Chair (Black)	Chair	
401539	Drafting Chair (Grey)	Chair	
400665	Drafting Chair (Black)	Chair	
47257	Metal Conference Chair (Set of 2)	Chair	
47258	Wood Conference Chair (Slate) (Set of 2)	Chair	
49780	Wood Conference Stool (Slate) (Set of 2)	Chair	
49789	Wood Chair (Slate) (Set of 2)	Chair	
47330	Meeting Stool (Slate) (Set of 2)	Chair	
47340	Stool (Slate) (Set of 2)	Chair	
401104	Nesting Chair (Black) (Set of 2)	Chair	
401037	Café Chair (Sand Grey)	Chair	
401382	Café Chair (Shadow Grey)	Chair	
401387	Tall Café Chair (Sand Grey)	Chair	
401383	Tall Café Chair (Shadow Grey)	Chair	
43285	Performance Task Chair	Chair	
401561	Upholstered Conference Chair	Chair	
43446	High Back Conference Chair	Chair	
401551	Executive Task Chair	Chair	
45377	Wood Chair (Espresso) Set of 2	Chair	
401530	Upholstered Desk Chair (Sterling Grey)	Chair	
401531	Upholstered Desk Chair (Azure Blue)	Chair	

Seating	Warranty
Active Seats and Stools	1 Year
Café Chairs	10 Year
Task Chairs	5 Year
Wood and Metal Conference Seating	1 Year
Nesting Training Seats	5 Year
Upholstered Seating	5 Year



# Active Seat

**vari.**<sup>®</sup>



The Active Seat delivers an upscale touch, with a durable polypropylene seat pan that flexes to support a comfortable foam cushion. Designed to engage your leg, back, and core muscles when sitting or leaning, it helps add more movement to your day. A low seatback profile means better posture. With its articulating pedestal and ability to raise to up to 32 ½", you can rock or stretch throughout the day.

- Fully Assembled, No Installation Needed
- Lightweight Base and Handle on Seat for Easy Movement
- Dynamic Range of Motion at Any Height
- Tilt Guard Prevents Seat from Articulating Forward More than 20°
- Air-Lift Piston Mechanism
- Comfortable Foam Cushion
- Supports up to 250 lb (113.4 kg)



15 ¾" (40 cm)



17" (43 cm)



13 ½" (34.5 cm)

Seat Height Range  
23" - 32 ½"  
(58.5 - 83.5 cm)



17" (43 cm)


13 ¾"  
(35 cm)



# Task Chair

**vari.**<sup>®</sup>



Finishes:  Black  Grey

This task chair provides the ergonomic comfort that seated, focused work requires. It offers a reinforced mesh back for breathability and a pivoting backrest for maximum lumbar support. Featuring adjustable settings for the chair back, seat, armrests, and seat back tilt and tension, it's a simple, flexible addition to any workspace.

- Adjustable Chair Back, Seat, Armrests, and Seat Back Tilt and Tension
- Seat is Height-Adjustable from 17 <sup>5</sup>/<sub>8</sub>" to 22"
- Assembles in Minutes with All Tools Included
- Weight Capacity of up to 300 lb
- Casters Work on Carpeted or Wood Floors
- Tested to BIFMA X5.1 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- GreenGuard and GreenGuard Gold Certified



25 <sup>1</sup>/<sub>2</sub>" (65 cm)



20" (51 cm)





# Task Chair with Headrest

**vari.**<sup>®</sup>



This task chair provides the ergonomic comfort that seated, focused work requires. It offers a reinforced mesh back for breathability and a pivoting backrest for maximum lumbar support. Featuring adjustable settings for the headrest, chair back, seat, armrests, and seat back tilt and tension, it's customizable for the perfect fit. It's a simple, flexible addition to any workspace.

- Adjustable Headrest, Chair Back, Seat, Armrests, and Seat Back Tilt and Tension
- Seat is Height-Adjustable from 17 5/8" to 22"
- Assembles in Minutes with All Tools Included
- Weight Capacity of up to 300 lb
- Casters Work on Carpeted or Wood Floors
- Tested to BIFMA X5.1 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- GreenGuard and GreenGuard Gold Certified

Finishes:  Black  Grey



Chair Height Range  
38 5/8" (97 cm) -  
43 1/8" (110 cm)

Seat Height Range  
17 5/8" (45 cm) -  
22" (56 cm)



25 1/2" (65 cm)

6" (15 cm)



20" (51 cm)

20" (51 cm)

10 1/4" (26 cm)



# Drafting Chair

**vari.**<sup>®</sup>



Finishes:



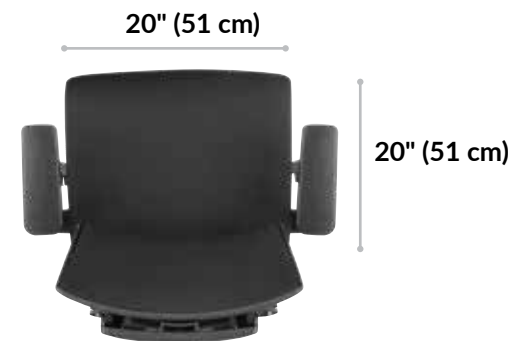
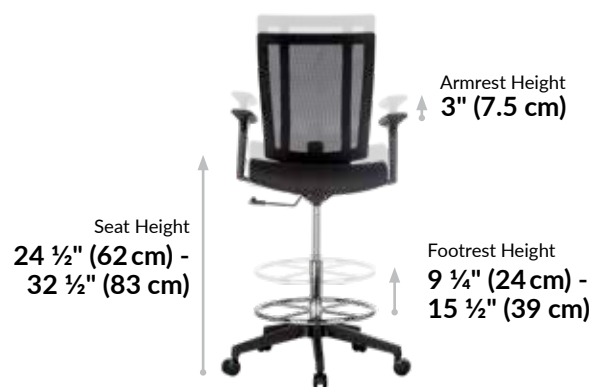
Black



Grey

Our drafting chair provides ergonomic comfort and support for those who like to work at a higher level. The reinforced mesh back for breathability and a pivoting backrest offer superior comfort and maximum lumbar support. Featuring adjustable settings for the seat, armrests, and footrest ring, it's customizable for the perfect fit. With no-tool assembly and casters that work on carpet or wood floors, it's a simple, flexible addition to any workspace.

- **Seat is Height-Adjustable from 24 ½" to 32 ½"**
- **Adjustable Armrests and Footrest Ring**
- **Assembles in Minutes with All Tools Included**
- **Weight Capacity of up to 300 lb**
- **Casters Work on Carpeted or Wood Floors**
- **GreenGuard and GreenGuard Gold Certified**





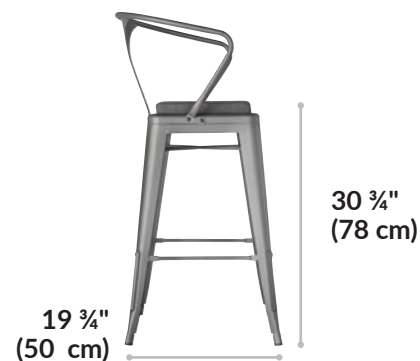
# Metal Conference Chair

**vari.**<sup>®</sup>



Metal Conference Chairs are an easy and flexible way to add more seating to your space. Assembled in just minutes, these chairs feature a removable cushion for comfort. Though they're designed from durable materials, they're lightweight enough to move around your space as needed. They're the perfect option for conference rooms, meeting tables, or even bar-height seating in a café area or break space. Think you might just need a simple stool instead? The chairback can be easily removed at any time to give you options for your space.

- Can Be Used as a Chair or Stool
- Lightweight and Movable
- Durable Powder-Coated Metal Frame
- Set of 2 chairs with Removable cushion
- No Special Tools Required





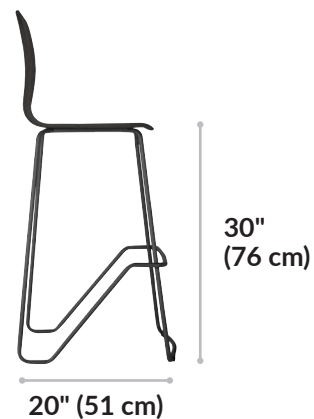
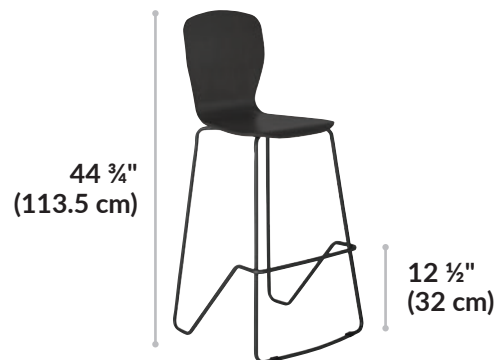
# Wood Conference Chair

**vari.**<sup>®</sup>



Our high-back Wood Conference Chair combines stable, comfortable seating with simple setup for a quick seat anywhere. Assembled in just minutes without tools, it features a stylish and durable bent plywood seat with lumbar support and steel, powder-coated legs. They're perfect for bar-height counters or conference tables, and they're also easily stackable for storage and maximum flexibility in your space.

- Stackable up to 6 High
- Supports up to 250 lb (113.4 kg)
- Bent Plywood Seat
- 2 Per Box
- Easy Assembly, No Tools Required





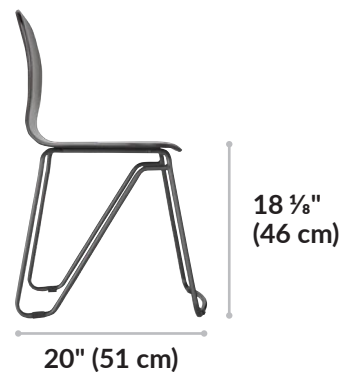
# Wood Chair

**vari.**<sup>®</sup>



Our Wood Chair is more than basic table seating. Assembled in just minutes without tools, it features a stylish and durable bent plywood seat with lumbar support and steel, powder-coated legs. They're also easily stackable for storage and maximum flexibility in your space, and are perfect for guest seating, break rooms, or classroom-style configurations.

- Stackable up to 6 High
- Supports up to 250 lb (113.4 kg)
- Bent Plywood Seat
- 2 Per Box
- Easy Assembly, No Tools Required





# Nesting Training Chair

**vari.**<sup>®</sup>



The Nesting Training Chair is designed to be a flexible solution for training spaces. The seat folds up so it's easy to store when not in use. The casters work on carpeted or wood floors, and the backrest pivots so that you can lean back comfortably. It also pairs perfectly with our Flip Top Training Table and Flip Top Training Table Modesty Panel.

- **Seat Flips Up for Easy Nesting and Storage**
- **Powder-Coated Steel Legs**
- **Ships Fully Assembled**
- **Supports up to 250 lb (113.4 kg)**
- **Sold As a Set of 2**
- **Meets BIFMA Standards**





# Side Chair



Perfect for cafes or breakrooms, the Side Chair brings both comfort and support. With an angular frame and curved design, it's a stylish addition to any space, plus the faux leather vinyl makes it easy to clean.

- Curved Back and Sloped Arms Provide Comfortable Support
- Pairs Perfectly with the Round Table
- Black Metal Legs Provide a Stable Base
- Supports up to 300 lb (136.1 kg)
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Sand Grey  
Faux Leather Vinyl



Shadow Grey  
Faux Leather Vinyl





# Tall Side Chair

**vari.**<sup>®</sup>



Perfect for bar-height cafe areas, the Tall Side Chair brings both comfort and support. With an angular frame and curved design, it's a stylish addition to any space, plus the faux leather vinyl makes it easy to clean.

- Bar-Height Chair Features Curved Back and Sloped Arms for Comfortable Support
- Pairs Perfectly with the Standing Round Table
- Black Metal Legs Provide a Stable Base
- Supports up to 225 lb (102.1 kg)
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Sand Grey  
Faux Leather Vinyl



Shadow Grey  
Faux Leather Vinyl

22 ¼" (56.5 cm)



42 ½"  
(108 cm)

29"  
(73.5 cm)

12"  
(30.5 cm)

12 ½" (32 cm)

13" (33 cm)

19 ½" (49.5 cm)



13 ½" (34.5 cm)

16 ½" (42 cm)

18 ½" (47 cm)

16"  
(40.5 cm)



19 ½"  
(49.5 cm)

17" (43 cm)



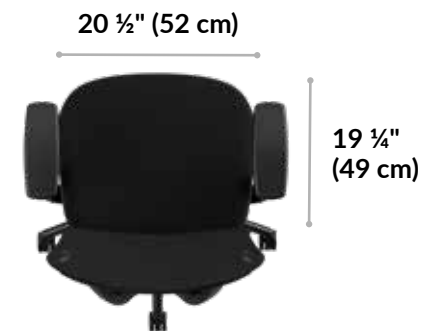
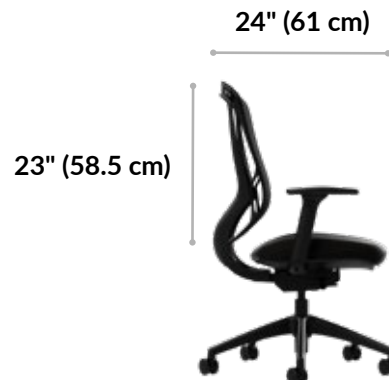
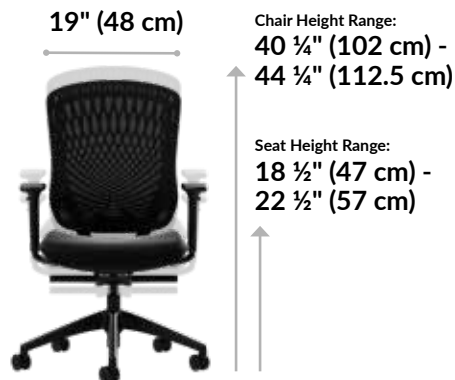
# Performance Task Chair

**vari.**<sup>®</sup>



Designed with a human-centered approach, the Performance Task Chair offers all-day comfort. The breathable mesh seat back provides lumbar and spine support. With adjustable height, counter-weighted tilt mechanism, and armrests that can be adjusted in four independent positions this chair helps provide optimal seating posture. It also features a molded seat cushion with cooling gel and memory foam to keep you cool and comfortable throughout your day.

- Breathable Mesh Lumbar and Back Support System
- Molded Seat Cushion with Cooling Gel and Memory Foam
- Adjust Armrest Height, Width, Angle, and Position
- Counter-Weighted Tilt for Smooth, Balanced Recline
- Hard Casters Glide on Carpeted or Wood Floors
- Supports up to 275 lb
- Tested to BIFMA X5.1-2017 and Meets or Exceeds Bifma's Durability Standards For Office Furniture





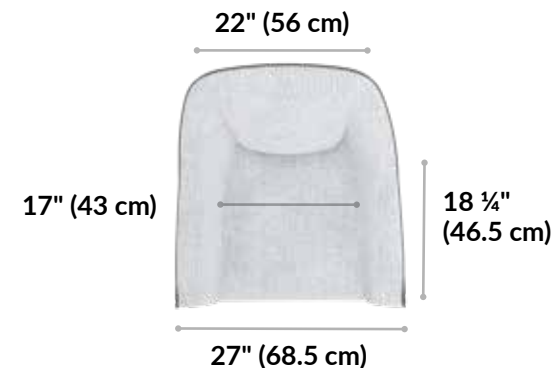
# Upholstered Conference Chair

**vari.**<sup>®</sup>



Add style to any meeting or working space with the Upholstered Conference Chair. This premium chair brings together sophisticated design and unmatched durability. The faux leather vinyl outer shell and cushioned fabric seat gives the chair a unique two-tone look. The sturdy, star-shaped base provides stability and sits on hard casters that glide almost effortlessly across carpeted or wood floors. This chair adds a high-end but comfortable seating option to any executive meeting space or office.

- Faux Leather Vinyl Shell and Fabric Seat Cushions
- 360° Swivel with Pneumatic Height Adjustment
- Tilt Mechanism Enables Easy Reclining
- Sturdy, Star-Shaped Base for Stability
- Hard Casters Glide on Carpeted or Wood Floors
- Assembles in Minutes with No Tools Needed
- Weight Capacity of up to 275 lb
- Each Chair Sold Separately





# High Back Conference Chair

**vari.**<sup>®</sup>



Meet in style with the High Back Conference Chair. This premium chair brings together sophisticated design and unmatched durability. The faux leather vinyl gives the chair a premium look while at the same time is remarkably easy to clean. The polished aluminum, star-shaped base provides stability and sits on hard casters that glide almost effortlessly across carpeted or wood floors. With a padded, wrap-around base and integrated seat back, this chair assists with posture, keeping you comfortable no matter how long your meeting is.

- Faux Leather Vinyl is Durable and Easy to Clean
- 360° Swivel with Pneumatic Height Adjustment
- Tilt Mechanism Enables Easy Reclining
- Polished Aluminum, Star-Shaped Base for Stability
- Assembles in Minutes with No Tools Needed
- Weight Capacity of up to 275 lb
- Each Chair Sold Separately
- Comfortably Seats 6 around Vari Conference Tables



15" (38 cm)

Chair Height Range:  
42" (106.5 cm) -  
45" (114 cm)

Seat Height Range:  
19" (48 cm) -  
22" (56 cm)



27" (68.5 cm)

23" (58.5 cm)



18 ½" (47 cm)

25 ½" (65 cm)

19 ¾"  
(50 cm)



# Upholstered Desk Chair

**vari.**<sup>®</sup>



The Upholstered Desk Chair is a stylish option for the home or office. With a 360-degree swivel base, a memory foam seat, and a tilt mechanism that enables easy reclining, this chair provides the ultimate in movement and comfort. Featuring a nylon base with hard casters that work on carpeted or wood floors, this chair is both durable and versatile.

- Pneumatic Adjustment of Seat Height
- Lumbar Support Keeps Spine Aligned
- Polyester Fabric is Easy to Clean
- Assembles in Minutes
- 275 lb Weight Capacity

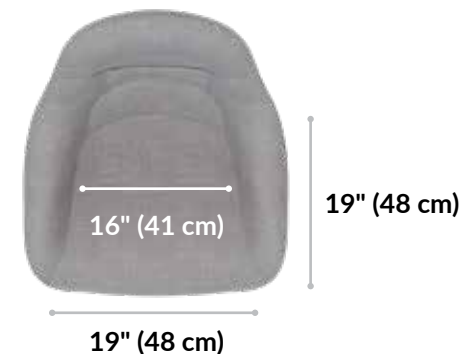
Fabric Colors:



Azure Blue



Sterling Grey







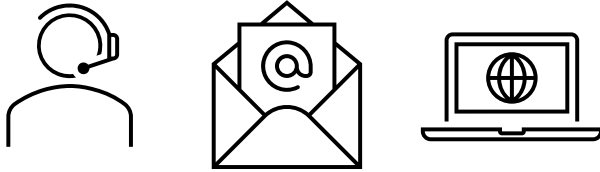
Is pricing available for all products, services, and solutions?



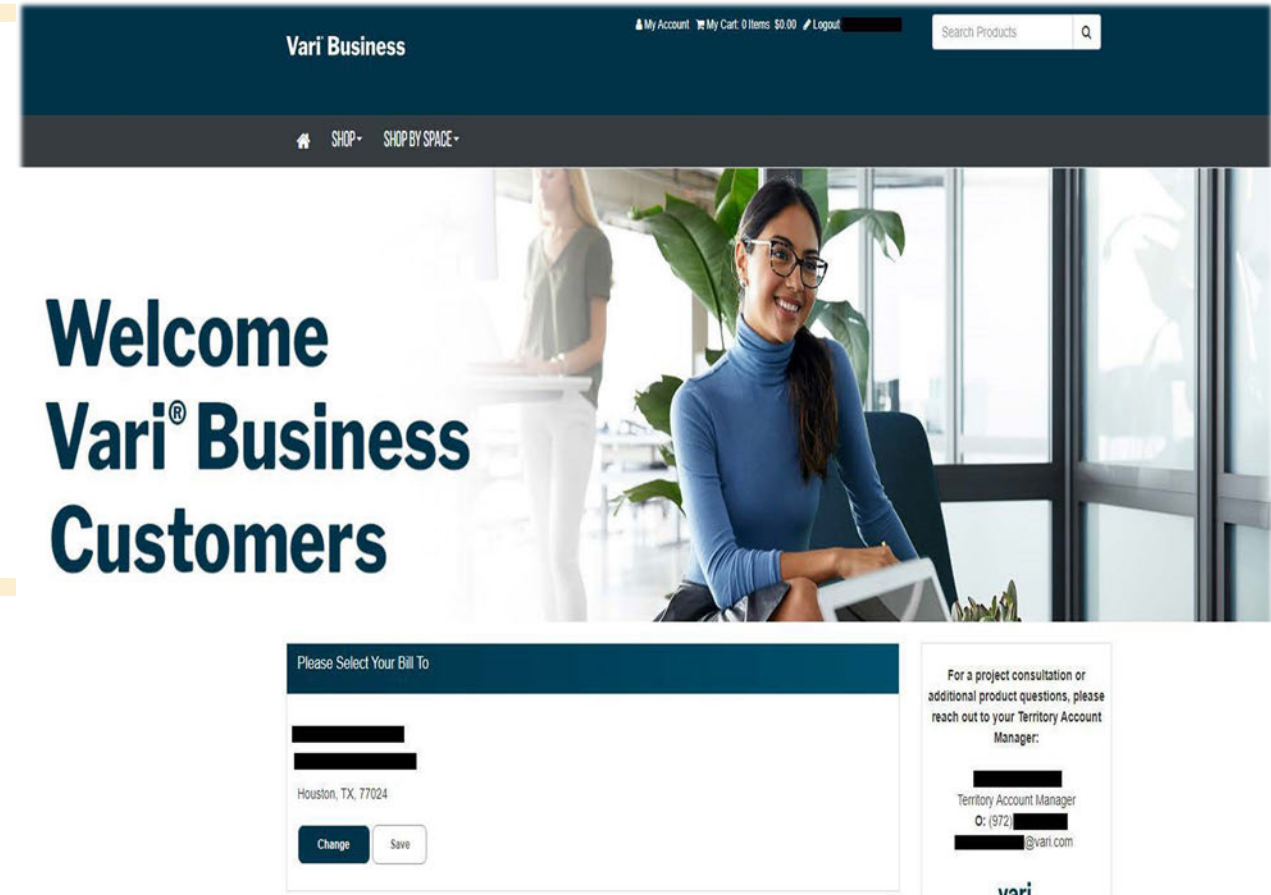
*Pricing is available for all products, services, and solutions for all Region 4 contract participants.*



Describe ordering methods.



Region 4 participants shall have access to all available ordering methods offered through VARI Sales Corporation: 1. Orders may be placed over our toll-free number 800-207-2587 with a live agent. 2. Purchase orders may be submitted electronically through e-mail to sales@vari.com. VARI Sales corporation offers a business-to-business website, <https://business.vari.com> in which individual agencies may elect online portal procurement to purchase using purchase cards or terms.





Describe any delivery/shipping charges and installation.

Detail ancillary, freight costs and pricing for orders placed outside Continental US. Include Dock Delivery, Inside Delivery and Deliver/Installation.

What are the minimum requirements? Detail any minimums.

**STANDARD SHIPPING** All Vari products include free shipping to the contiguous US. Shipping to Alaska or Hawaii will be charged only the normal FedEx posted rate. Orders usually ship the next business day. Ground shipping usually takes 2-5 days to deliver to most areas. Please note that we can-not ship to P.O. Boxes. Most orders ship the next business day and freight delivery to most areas usually takes 5-7 business days.

**FREIGHT DELIVERY** Certain Vari products require freight delivery, which is also free to the contiguous US. Most orders ship the next business day and freight delivery to most areas usually takes 5-7 business days. A team will unload your shipment from the truck to a ground-level area outside your home or office (front door, porch, garage, etc.). You will be responsible for transporting the item(s) beyond that point. For heavy items, you may need a friend or coworker to help. Once your item(s) arrive at the local terminal, the delivery company will call you to set up a date and a 4-hour appointment window. The driver will then call you 30 minutes prior to delivery. Someone must be present to accept the delivery and sign for it. Otherwise, the item(s) will not be unloaded from the truck.

**INSTALLATION/ROOM OF CHOICE** All Vari products, are eligible for our premium delivery services in the lower 48 contiguous United States. Vari offers these premium delivery services free in the lower 48 contiguous states for orders that total \$30,000 or more\* (tax excluded). For orders under \$30,000, extra fees are applied for premium delivery services as described on the next page.



# DELIVERY CONTINUED



## Installation

Fees: 12% of order subtotal (excluding tax), \$240 minimum per order. You may select this option during checkout (for orders over \$5,000, excluding tax, you will be instructed to call to complete the process).

Free Installation: This service is provided free on orders that total \$30,000 or more\* (tax excluded), along with a free space plan that ensures the furniture you choose will be appropriately laid out according to your business need. To schedule your free delivery and installation service, call now at 1 (800) 207-2587 and press Option 2 to speak with a Vari representative.

Delivery Time: Ships within 72 hours. 7-14 business days to most areas.

Delivery Location: A team will unload shipment from the truck and transport it to the room of customer's choice at the delivery location, assemble each item and remove all packing materials. There is a 2-floor maximum on stairways. Otherwise, deliveries can be made to any floor with direct access to an appropriately sized elevator.

Scheduling Required: Once your order has been processed, you will be contacted by a representative or receive an email with scheduling instructions. Signature Required: Someone must be present to accept the delivery and sign for it. Otherwise, the item(s) will not be unloaded from the truck. Available in the contiguous US only. Not available in Alaska and Hawaii. Due to the impact of COVID-19, our service providers may not be able to enter a home or business for deliveries to some geographic areas. If Installation cannot be completed for your specific location, we will contact you to arrange free front-door delivery and refund your shipping fees.

## Room-of-Choice Delivery

Fees: 12% of order subtotal (excluding tax), \$240 minimum per order. You may select this option during checkout (for orders over \$5,000, excluding tax, you will be instructed to call to complete the process).

Free Room-of-Choice Delivery: This service is provided free on orders that total \$30,000 or more\* (tax excluded), along with a free space plan that ensures the furniture you choose will be appropriately laid out according to your business need. To schedule your free delivery and installation service, call now at 1 (800) 207-2587 and press Option 2 to speak with a Vari representative.

Delivery Time: Ships within 72 hours. 7-14 business days to most areas.

Delivery Location: A team will unload shipment from the truck and transport it to the room of customer's choice at the delivery location. There is a 2-floor maximum on stairways. Otherwise, deliveries can be made to any floor with direct access to an appropriately sized elevator.

Scheduling Required: Once your order has been processed, you will be contacted by a representative or receive an email with scheduling instructions.

Signature Required: Someone must be present to accept the delivery and sign for it. Otherwise, the item(s) will not be unloaded from the truck. Available in the contiguous US only. Not available in Alaska and Hawaii. Due to the impact of COVID-19, our service providers may not be able to enter a home or business for deliveries to some geographic areas. If Room-of-Choice Delivery cannot be completed for your specific location, we will contact you to arrange free front-door delivery and refund your shipping fees. All project orders outside the continental US will have to be evaluated on a case-by-case basis and in alignment with the customer's delivery/receiving expectations. All project orders within the continental US that are under \$30k will be subject to a 12% delivery and installation charge. Anything over \$30k is eligible for free delivery and installation. All project orders outside the continental US fall outside of these guidelines and will need to be evaluated on a case-by-case basis.



# HASSLE FREE WARRANTY



Provide pricing for warranties on all products, parts, and services.



## PRODUCT WARRANTY

Vari product warranties last 1 to 10 years from the date of purchase, depending on the product purchased. We encourage customers who have issues with their products to call our customer experience team or submit a ticket through their online account.

## LIMITED WARRANTY

**Warranty Replacements:** Any failure from normal usage will be replaced free of charge and Vari will return the product to you directly at our cost. A failure is a mechanical breakdown of or defect in the unit that affects the user's ability to operate the product as intended. If it is determined that the failure was caused by misuse or abuse of the product, replacements and return shipping will be at the customer's expense.

No refunds are available after the initial 30-day risk free period.

**Warranty Returns:** Any returns outside of the initial 30-day guarantee window, but before the product warranty window ends, require customers to pay the freight costs to send the product(s) back to our warehouse.



Describe any return and restocking fees.

Thanks to our 30-Day Hassle-Free Returns Policy, Participating Entities may return any Vari® product for any reason within 30 days of the date of purchase! Simply call us and we'll issue Participating Entities their RMA#. Vari will cover your return shipping costs. Orders installed by Vari or an authorized third party are subject to a restocking fee of 10% of the value of the returned product for products that are returned, exchanged, or are unable to be installed. If you're returning a product that was delivered via freight, you'll need to have the product brought out to your curb for no-cost pick-up. You can have it picked up from inside your home or office at an additional cost.

Describe any additional discounts, volume purchases, promotions, special manufacturer's offers, free good programs or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Vari has simplified the furniture buying process for B2B customers with our direct-to-you sales model that cuts out the middleman mark-ups. Vari is the manufacture additional discounts, promotions, and manufacture specials aren't needed, the cost saving in comparison to our competitors is built in our business model. Never nickel and diming our fans.



# CONTRACT PRICING| PAYMENT METHOD AND TERMS



Describe how customers verify they are receiving Contract pricing.

At any time, a Region 4 participant may inquire with VARI Sales Corp directly by phone, email or Live Chat function to verify contract pricing for any awarded products and services. Quotes that show Region 4 contract pricing are always available upon request! When Region 4 participants advise that they are placing an order against the contract, subsequent invoices for the order shall reference the contract number.

Describe payment methods and terms offered.

Vari accepts a variety of payments, including check, ACH, banking wire (same day payment transmission), and credit card. Payments need to be received and verified before any product is shipped. We provide financing in line with standard business furniture items. Upon internal credit review and approval, our payment terms are 50% down and Net 30 days from the product shipment date.



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.

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

Vari shall propose clear, easy and transparent pricing through the life of the contract agreement. All products shall have a 10% discount off retail pricing. Our class-leading delivery and installation costs will be available. Standard shipping shall be of no cost to the lower 48 states while Alaska and Hawaii will receive the normal FedEx posted rates.

All future products that are added to the Region 4 contract agreement shall receive the same catalog discount pricing as detailed in the proposal.



Describe any rental, leasing, or financing options.

The credit team will still have to run a credit analysis to determine a line of credit for purchases. The only difference is a PO is provided to confirm funding is approved from the state. External Financing CIT & LEAF partnership: This is a long-term payment option provided to our customers. The approval and rates are based on the 3rd party partner's credit review. If the customer is approved, the payment agreement would be between the financing company and our customer. Vari does not provide rental/leasing options for furniture products.

Provide any additional information relevant to this section.

Vari has provided a product catalog in the price list 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.

Read. Understand. Comply.

**Federal Funding Pricing**

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

Read. Understand. Comply





# Performance Capability

**vari.**<sup>®</sup>



Describe how Offeror responds to emergency orders.

Vari offers priority shipping options such as express 2-day and overnight shipping options for an additional cost. Once a customer advises that an order requires an express shipping option either via phone, or by notification on a purchase order, we will select the appropriate shipping method for the order. The customer will be advised of the corresponding shipping costs and details prior to submitting the order. Once confirmed, the order is completed, and appropriate tracking detail will be emailed to the customer.

What is Offeror's average Fill Rate and parts distribution?

Vari has a fill rate of 96.5%, we understand the importance of providing a complete solution.



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

Vari emphasizes that all orders are processed immediately to ensure that your order arrives on-time or sooner. Processing times being 48 hours or less, guarantees that orders will depart warehouses same day or next business day at the latest. With four distribution centers nationwide, your packages are always projected to deliver within 3-5 business days. Project orders and standard freight deliveries are always scheduled for delivery based on the customer's specified date and time. With literally, thousands of 5-star reviews regarding products, services and shipping, Vari is more than confident all participating entities will be satisfied with any order shipments.

Describe Offeror's return and restocking policy.

Thanks to our 30-Day Hassle-Free Returns Policy, Participating Entities may return any Vari® product for any reason within 30 days of the date of purchase! Simply call us and we'll issue Participating Entities their RMA#. We'll even cover your return shipping costs. We recommend keeping your original shipping box in case you need to return your order. However, if you no longer have your original box, please let us know so a return box can be provided. Contact our customer experience team at (800) 207-2587. During the first 30 days after purchase, any returns, replacements, and shipping costs are paid by Vari. Items damaged in transit may be returned or replaced at our cost under the 30-Day Hassle-Free Returns Policy. We may ask for photographic or video evidence for our records. Orders installed by Vari or an authorized third party are subject to a restocking fee of 10% of the value of the returned product for products that are returned, exchanged, or are unable to be installed. If you're returning a product that was delivered via freight, you'll need to have the product brought out to your curb for no-cost pick-up. You can have it picked up from inside your home or office at an additional cost.



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

Vari's Customer Experience is committed to providing all Region 4 participating entities with 100% satisfaction with every interaction. Our Sales teams collectively provide over 40 years of furniture sales experience and are ready to use this knowledge to best assist Participating Entities. Both our Sales and Customer Experience (CX) Teams are available for Region 4 via phone, email, or Live Chat through our intuitive website. Any changes to respective support streams will be made to the participating entities as changes happen via e-mail and phone communications. Vari knows that our fans will need to reach us beyond the basic 9am-5pm local hours. To ensure that we are available to assist all Participating Entities, Vari's operating hours are 7am-7pm CST including online Live Chat. The CX Sales Representatives and Specialists are available 7-6pm; they assist with inbound phone orders and email-based inquiries. Vari takes pride in our 24-business hour service-level agreement (SLA). To ensure that all participating entities can receive timely responses, Vari's Customer Experience professionals offer the following channels:

Contact-Us is a web-based contact form that our Business-to-Consumer (B2C) fans utilize. Once the fan completes the form, we receive it as a case record with your information and the date/time of the submission; this documents the initiation of the contact and determines our response time, which is one business day.

Vari will happily, provide real-time support for shipping statuses, document requests, return or replacements requests, product inquiries, and purchases. Your time is important! If you prefer not to wait on the IVR, Participating Entities have the option to opt-in for a queue callback, giving you an option to hold their place in line and not stay on hold.

Sales support is available through email using [governmentsales@vari.com](mailto:governmentsales@vari.com). Participating Entity customers who would like to place an order on terms, typically prefer the convenience of this channel. The Customer Experience Specialist team handles quotes, orders, issue resolution, and returns for these customers through an email-based approach. These submissions generate a case record, similar to Contact-Us. Resolution for this method is typically less than 24 business hours, however we allow for a SLA of 48 business hours.

Live Chat is another convenient method of contact available to Participating Entities and will be an active offering we have later in the year. It will provide you with the ability to speak with a Level-3 Customer Experience Representative. Each concern we receive shall be tracked to ensure 100% satisfaction and resolution. Regardless of if the concern is presented electronically or by phone, a case is generated and documented using Salesforce. Each case ties to the corresponding account and contact; we can see the frequency of contact and the nature of each correspondence. Once we start working on the case, we'll respond initially within 24 business hours or less and communicate with other departments, if needed, to fully resolve the request. Internally, departments have their standard service level, so it can take 3-5 business days to complete the request. The Account Representative can address trends or concerns by going into the account and auditing the reason for contact. Customer Experience notates each interaction while they own the relationship through completion.

Vari has and will continue to make customer satisfaction paramount to our core operations. We measure and track customer satisfaction through two channels: Inbound support calls and Contact-Us(online). After each interaction, a survey is sent via email, asking customer-oriented questions about their experience; this is a standard for any support-related call or inquiry through our Contact Us form. The Customer Experience team does a great job focusing on interactions by holding call calibrations bi-weekly. These scheduled meetings help us acknowledge the team's personalized conversations with customers and any processes or areas we can improve in to better the experience for existing customer as well as Participating Entities. As for our B2B customers, who utilize [governmentsales@vari.com](mailto:governmentsales@vari.com), that relationship is maintained by the Account Representative. They communicate directly with the customer to understand areas of opportunity. Customer Experience partners with the representative to resolve your concern; we are subject matter experts in processes and handle internal and external communication with all parties. Vari's Customer Experience department shall ensure Participating Entities' quality assurance through the following measures: 1. Logs return reasons to monitor internal errors and coach as needed 2. Hold regular call calibrations bi-weekly with all phone-using CX representatives bi-weekly, to collect feedback and navigate various customer scenarios and 3. Provide coaching sessions based on feedback from any of the methods listed



# WARRANTY | SERVICE CONTINUED



All new VariDesk® and Vari® products purchased in the U.S. after March 2, 2018, are covered by a limited, non-transferable warranty against defects in material or workmanship that affect your ability to operate the product as intended, and that appear due to normal use during the applicable warranty period. "Open Box Products" are sold as-is and are not covered by any warranty or return policy.

This warranty does not cover product failures due to any of the following: A. misuse or abuse B. changes in surface finish, including color-fastness or matching of colors, woodgrains, or textures C. normal wear and tear D. dye transfers caused by external contaminants E. modifications made by the user F. failure to install or maintain the products in accordance with product instructions and warnings G. damage or marking of surfaces caused by sharp or foreign objects H. pilling of textiles. Vari always makes our full product warranty available via our website, <http://www.vari.com/warranty-policy.html>.



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

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.

Each concern we receive from any Participating Entity shall be tracked to ensure 100% satisfaction and resolution. Regardless of if the concern is presented electronically or by phone, a case is generated and documented using Salesforce. Each case ties to the corresponding account and contact; we can see the frequency of contact and the nature of each correspondence. Once we start working on the case, we'll respond initially within 24 business hours or less and communicate with other departments, if needed, to fully resolve the request. Internally, departments have their standard service level, so it can take 3-5 business days to complete the request. The Account Representative can address trends or concerns by going into the account and auditing the reason for contact. Customer Experience notates each interaction while they own the relationship through completion. Vari knows that our fans will need to reach us beyond the basic 9am-5pm local hours. To ensure that we are available to assist all Participating Entities, Vari's operating hours are 7am-7pm CST including online Live Chat. The Customer Experience Sales Representatives and Specialists are available 7-6pm; they assist with inbound phone orders and email-based inquiries.

Vari provides a 100% paperless invoicing experience. And it's extremely simple for all of our Region 4 fans. Once an order is placed, upon being shipped, the invoice will be emailed to the provided email address that we receive from the entity. For organizational purposes, separate emails may be used for invoices, shipping and order confirmation communications. Invoice terms default to NET 30 but, alternative terms may be established based on approval criteria. There are no fees for submitting payments via credit card online, credit card over IVR, credit card with a rep, purchase order or mailed payments.



Describe Offeror’s contract implementation/customer transition plan.

Vari employs a dedicated public sector team of 8 to market the contract to customers across the US. Vari will work with the OMNIA Partners selling resources to align strategic conversations with customers in order to educate them on the value of the contract.

Vari will work with OMNIA Partners on a dedicated microsite housing all contract documents and marketing resources available. Upon award, Vari will push out an email blast to inform customers of the new contract.

Describe the financial condition of Offeror.

Vari is a private company and cannot disclose financials without a non-disclosure agreement. Please the attached financials statement letter.



June 17, 2022

Region 4-Omnia

RE: RFP request

Dear Sir / Madam,

In connection with the preparation of our consolidated financials as of and for the year ended December 31, 2021, we performed a going concern evaluation (in accordance with ASC 205-40-50-5) and concluded that the Company has no going concern issues.

Under ASC 205-40-50-4, management must "evaluate whether relevant conditions and events, considered in the aggregate, indicate that it is probable that an entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued."

Best regards,



**Barbara Nagy**

Senior Director, Finance and Accounting  
Vari Holding Corp



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.

www.vari.com is a comprehensive site dedicated to providing knowledge of all Vari and Varidesk products, product categories, company information, showroom information, customer support and resources. Product details, descriptions and specifications are available to view and download. Full support is available including our warranty, returns, shipping, FAQs and contact information. www.vari.com is a secure website. Vari’s website provides detailed information of all product categories and individual products. Full product descriptions, pricing, SKU#, availability, dimensions, color options, fabric options, customer reviews and product certifications are available. Upon award, Vari will provide participating agencies a B2B website that will be dedicated to Region 4.

Describe the Offeror’s safety record.

At Vari safety standards are a priority. Vari has not had any breaches of environmental, health or safety standards within the past 13 months!



## Describe Offeror's green or sustainability program. What types of green/sustainability reporting or reviews are available?

At Vari, we care about our ecological footprint and our environmental impact. We offer products that are produced sustainably to the strictest industry standards so that you can confidently meet green building requirements knowing you're making healthier choices on behalf of your workplace environment and the earth.

As of August 2017, Vari® was the first company in the world to have sit-stand office products receive the UL BIFMA Performance Certification mark. The UL BIFMA performance mark is the first and only program that certifies that products meet BIFMA standards and provides a basis for evaluating the performance and durability of products. Besides testing with third party laboratories, Vari also has an on-site UL Data Witness lab at our manufacturing location. That means we're able to test our products on-site under supervision of a UL representative who can issue certifications. This saves us time in the testing process and allows us to bring products to market quickly without sacrificing safety or quality. Our product certification list includes GreenGuard, GreenGuard Gold, ANSI/BIFMA and TUV. Certifications are available for review for individual products or as a full list. Vari is proud to offer quality products that not only help you have a healthier workday, but also feature quality materials that are produced sustainably in healthy environments to the strictest industry standards.

**Product Certification:** Most of our products are GREENGUARD Certified, meaning they meet strict chemical emissions limits, and contribute to the creation of healthier interiors and indoor spaces. [Source]

GREENGUARD Gold Certification offers stricter criteria to account for sensitive individuals (such as children and the elderly) and ensures that a product is acceptable for use in environments such as schools and healthcare facilities. It is referenced by both The Collaborative for High Performance Schools (CHPS) and the Leadership in Energy and Environmental Design (LEED) Building Rating System.

Using our GREENGUARD and GREENGUARD Gold products helps to contribute to the achievement of points necessary for established green building rating systems, such as LEED, BREEAM, and Fitwel. These strict rating systems govern the balance of efficiency of a building with the health of the structure and its occupants.

**Recycling and Carbon Footprint:** Our cardboard delivery boxes are recycling-friendly. We're constantly looking for ways to minimize packaging. We suggest fans recycle or reuse our boxes.

- Every material that goes into our products is meticulously sourced in consideration of the full lifecycle of the product. All metals, plastics, and MDF are recyclable. If a product is returned, we consciously assess its next sustainable step, whether it's donated back to the community (if it meets quality standards) or recycled.
- At our Vari company headquarters, we have a comprehensive recycling program to help reuse precious resources. We encourage our employees to recycle and provide recycling cans throughout our headquarters.
- Our QuickFlex walls drastically minimize the use of drywall, a material that can have a negative impact on the environment once it reaches landfills. In fact, according to the EPA, commercial buildings generate 13 million tons of drywall and plasters from construction waste and demolition each year.

Companies are changing faster than ever, and our flexible workspace solutions allow them to maximize their existing office footprint without needing to build out new spaces in order to adapt.

- In addition to moving costs, each time companies move, they typically invest TI improvement in demoing unsustainable materials like drywall from interior walls, raised floors, and ceiling tiles that are rarely recyclable.
- Our solutions are designed to work seamlessly within any space —no raised floors, drop ceilings, or drywalled interior walls necessary. This reduces costs and carbon footprint.



## **Exhibit F Federal Funds Certifications**

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### **FEDERAL CERTIFICATIONS**

#### **ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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#### **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.**

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#### **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.

Version April 12, 2022



**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 \$250,000, 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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.



(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);



(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.



*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;  
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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



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**APPENDIX II TO 2 CFR PART 200**

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

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

Does offeror agree to abide by the above? YES  Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES  Initials of Authorized Representative of offeror



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

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

Does offeror agree? YES  Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES  Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES  Initials of Authorized Representative of offeror

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

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



becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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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 offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES  Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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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

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#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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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

See below

Initials of Authorized Representative of offeror

Products are made in US, Taiwan, China. Many TAA compliant

**CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336**

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

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

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:

Vari Sales Corporation

Address, City, State, and Zip Code:

450

Phone Number:

972-538-8065

Fax Number:

Printed Name and Title of Authorized Representative:

SR. RFP and Contracts Specialist

Email Address:

Sade.Williams@Vari.com

Signature of Authorized Representative:

[Signature]

Date:

6/24/22



## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) 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 Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **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 the Participating Public Agency 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 and 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), 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**

Version April 12, 2022



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.

### **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.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA 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. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.



§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b. Key Definitions.**

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

**d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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 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 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.

**(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 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.

**(7)** 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 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 portion of the sentence immediately preceding paragraph (1) and 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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.



The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

- a. Standard.** 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). 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.
- b. Applicability.** The Davis-Bacon Act 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.
- c. Requirements.** If applicable, the non-federal entity must do the following:
  - i. 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.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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.

- iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

## **5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must 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). 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:



Compliance with the Copeland "Anti-Kickback" Act.

- a. 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.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.
- c. 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."

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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). 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 work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a.** Standard. 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).
- b.** Applicability. This requirement applies to “funding agreements,” but it 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.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) 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.



## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts 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).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. 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).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. 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 2 C.F.R. § 200.213. 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](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. 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 subrecipients.
  - iii. 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. Suggested Language. 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's 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 the Participating Public Agency. 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 the Participating Public Agency, 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.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

### 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 who in turn will forward the certification(s) to the awarding agency.



- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 section 1352, title 31, U.S. Code. 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, Vari Data Corp., 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Dale Williams Sr. RFP 3 Contract Special  
Name and Title of Contractor's Authorized Official

6/24/22  
Date



## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. 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. Suggested Language.
  - i. 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—
    - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - 2. Meeting contract performance requirements; or
    - 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:



- i. The Contractor agrees to provide Participating Public Agency, 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.
- ii. 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.
- iii. 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.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **13. CHANGES**

- a. Standard. 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.
- b. Applicability. 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.

### **14. DHS SEAL, LOGO, AND FLAGS**

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "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.



## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. 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. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."



Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Vari Sales Corp

Address, City, State, and Zip Code: 450 N. Freeport Parkway, Coppell, TX, 75019

Phone Number: 972 538 8065 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Snade Williams Sr. RFP 3 Contract Specialist

Email Address: Snade.Williams@vari.com

Signature of Authorized Representative: 

Date: 6/24/22



**Exhibit G**  
**New Jersey Business Compliance**

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**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' 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
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

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.



**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Vari Safe Corporation

Organization Address: 450 N. Frengert Parkway, Cresskill, NJ

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
☒ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)  
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)  
☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Don Fleaherty	2536 Brookside Dr, Irving, NJ 75019
Susan McCann	582 Loughton Dr, Cresskill NJ 75019



**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Sade Williams	Title:	Sr. RFP Contract Specialist
Signature:		Date:	6/24/22



# NON-COLLUSION AFFIDAVIT

State of New Jersey

County of \_\_\_\_\_

SS:

I, Sade Williams (name of affiant) residing in Saginaw (name of municipality)  
in the County of Tarrant and State of Texas of full  
age, being duly sworn according to law on my oath depose and say that:

I am Sr. RFP's Contract (title or position) of the firm of Vari Sales (name of firm)

Corporation, LLC the bidder making this Proposal for the bid  
entitled RFP-22-10 (title of bid proposal), and that I executed the said proposal with

full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the Region 4

Omnia Partners (name of contracting unit) 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 project.

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  
Vari

Subscribed and sworn to

before me this day

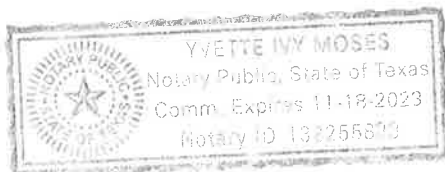
June 25, 22  
Texas

Notary public of

My Commission expires 11-18-2023

(Seal)

Yvette Williams  
Signature  
Sade Williams  
(Type or print name of affiant under signature)





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

Company Name:

Vari Sale Corporation

Street:

450 N. Freeport Parkway,

City, State, Zip Code:

Coppell, TX, 75019

**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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.*

6/24/22  
Date

Authorized Signature and Title  
Sr. RFP and Contract



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

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

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

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

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

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

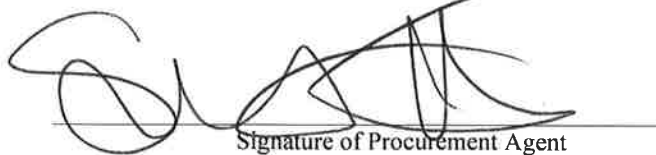
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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

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

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

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

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







**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:**

☒ 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.

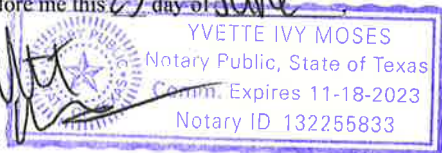
**Check the box that represents the type of business organization:**☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders:**

Name: <u>Don Flaherty</u>	Name: <u>Jason McClain</u>
Home Address: <u>2536 Brookside Dr</u> <u>Irving TX 75063</u>	Home Address: <u>532 Layton Dr</u> <u>Coppell, TX 75019</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 25 day of June, 2022.

(Notary Public)

My Commission expires:

Sade Williams

(Affiant)

Sade Williams

(Print name &amp; title of affiant)

(Corporate Seal)





# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP #22-10 Ergonomic Workplace Solutions

VENDOR NAME: Vari Sales Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

## CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities


Duration of Engagement  
Anticipated Cessation Date

*\*Attach Additional Sheets If Necessary.*

## CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/24/2022

Date

Sade Williams Sr. RFP and Contracts Specialist

Print Name and Title



**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](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  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
**VARI SALES CORPORATION**

TRADE NAME:

ADDRESS:  
**1221 SOUTH BELTLINE ROAD, STE5  
COPPELL TX 75019-4907**  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
**2303901**

ISSUANCE DATE:  
**01/09/19**

**01/09/19**

*James J. Zuccione*  
Director  
New Jersey Division of Revenue

FORM-BRC

(04-08), D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



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.

<https://www.njportal.com/DOR/BusinessRegistration/>



**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

[https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/guidelines/pa.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf)  
for further information.

I certify that my bid package includes the required evidence per the above list and State website.


Name: Sarah Williams

Title: Sr. RFP & Contract

Signature: [Handwritten Signature]

Date: 6/24/22



16. NAME OF PERSON COMPLETING FORM (Print or Type)		SIGNATURE		TITLE		DATE		
Sade Williams				Sr. RFP and Contracts		MO	DAY	YEAR
						6	26	22
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)			
224 old wichita tr	saginaw	Dallas	TX	76131	302	-	276 - 3988	



DOC #9  
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: \_\_\_\_\_

VENDOR/BIDDER: Vari Sale Corp.

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or



**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Sade William Sr. RFP & Contracts  
Print Name and Title



## Exhibit H

### Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES**  
**INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION  
 DEPARTMENT, OR  
 CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI  
 CITY OF KENNER, LA  
 CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR



CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT

EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT



LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNN DYLAN, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVILLE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT

RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDOPARISH, LA  
CALCASIEUPARISH, LA  
CALCASIEUPARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR



CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT

COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION  
DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,  
OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,  
OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,  
OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT,  
OR  
BANDON R.F.P.D., OR



BANKS FIRE DISTRICT, OR  
 BANKS FIRE DISTRICT #13, OR  
 BAR L RANCH ROAD DISTRICT, OR  
 BARLOW WATER IMPROVEMENT DISTRICT, OR  
 BASIN AMBULANCE SERVICE DISTRICT, OR  
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR  
 BATON ROUGE WATER COMPANY  
 BAY AREA HEALTH DISTRICT, OR  
 BAYSHORE SPECIAL ROAD DISTRICT, OR  
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
 BEAVER CREEK WATER CONTROL DISTRICT, OR  
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR  
 BEAVER SLOUGH DRAINAGE DISTRICT, OR  
 BEAVER SPECIAL ROAD DISTRICT, OR  
 BEAVER WATER DISTRICT, OR  
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR  
 BEND METRO PARK AND RECREATION DISTRICT  
 BENTON S.W.C.D., OR  
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR  
 BEVERLY BEACH WATER DISTRICT, OR  
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
 BIG BEND IRRIGATION DISTRICT, OR  
 BIGGS SERVICE DISTRICT, OR  
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR  
 BLACK BUTTE RANCH R.F.P.D., OR  
 BLACK MOUNTAIN WATER DISTRICT, OR  
 BLODGETT-SUMMIT R.F.P.D., OR  
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
 BLUE RIVER PARK & RECREATION DISTRICT, OR  
 BLUE RIVER WATER DISTRICT, OR  
 BLY R.F.P.D., OR  
 BLY VECTOR CONTROL DISTRICT, OR  
 BLY WATER AND SANITARY DISTRICT, OR  
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR  
 BOARDMAN PARK AND RECREATION DISTRICT  
 BOARDMAN R.F.P.D., OR  
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR  
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR  
 BONANZA R.F.P.D., OR  
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR  
 BORING WATER DISTRICT #24, OR  
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR  
 BRIDGE R.F.P.D., OR  
 BROOKS COMMUNITY SERVICE DISTRICT, OR  
 BROWNSVILLE R.F.P.D., OR  
 BUELL-RED PRAIRIE WATER DISTRICT, OR  
 BUNKER HILL R.F.P.D. #1, OR  
 BUNKER HILL SANITARY DISTRICT, OR  
 BURLINGTON WATER DISTRICT, OR  
 BURNT RIVER IRRIGATION DISTRICT, OR  
 BURNT RIVER S.W.C.D., OR  
 CALAPOOIA R.F.P.D., OR  
 CAMAS VALLEY R.F.P.D., OR  
 CAMELLIA PARK SANITARY DISTRICT, OR  
 CAMMANN ROAD DISTRICT, OR  
 CAMP SHERMAN ROAD DISTRICT, OR

CANBY AREA TRANSIT, OR  
 CANBY R.F.P.D. #62, OR  
 CANBY UTILITY BOARD, OR  
 CANNON BEACH R.F.P.D., OR  
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
 CAPE FERRELO R.F.P.D., OR  
 CAPE FOULWEATHER SANITARY DISTRICT, OR  
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
 CARMEL BEACH WATER DISTRICT, OR  
 CASCADE VIEW ESTATES TRACT 2, OR  
 CEDAR CREST SPECIAL ROAD DISTRICT, OR  
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
 CENTRAL CASCADES FIRE AND EMS, OR  
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
 CENTRAL LINCOLN P.U.D., OR  
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR  
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
 CENTRAL OREGON IRRIGATION DISTRICT, OR  
 CHAPARRAL WATER CONTROL DISTRICT, OR  
 CHARLESTON FIRE DISTRICT, OR  
 CHARLESTON SANITARY DISTRICT, OR  
 CHARLOTTE ANN WATER DISTRICT, OR  
 CHEHALEM PARK & RECREATION DISTRICT, OR  
 CHEHALEM PARK AND RECREATION DISTRICT  
 CHEMULT R.F.P.D., OR  
 CHENOWITH WATER P.U.D., OR  
 CHERRIOTS, OR  
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR  
 CHILOQUIN VECTOR CONTROL DISTRICT, OR  
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
 CHR DISTRICT IMPROVEMENT COMPANY, OR  
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR  
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR  
 CHRISTMAS VALLEY R.F.P.D., OR  
 CITY OF BOGALUSA SCHOOL BOARD, LA  
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR  
 CLACKAMAS RIVER WATER  
 CLACKAMAS RIVER WATER, OR  
 CLACKAMAS S.W.C.D., OR  
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR  
 CLATSKANIE LIBRARY DISTRICT, OR  
 CLATSKANIE P.U.D., OR  
 CLATSKANIE PARK & RECREATION DISTRICT, OR  
 CLATSKANIE PEOPLE'S UTILITY DISTRICT  
 CLATSKANIE R.F.P.D., OR  
 CLATSOP CARE CENTER HEALTH DISTRICT, OR  
 CLATSOP COUNTY S.W.C.D., OR  
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR  
 CLEAN WATER SERVICES  
 CLEAN WATER SERVICES, OR  
 CLOVERDALE R.F.P.D., OR  
 CLOVERDALE SANITARY DISTRICT, OR  
 CLOVERDALE WATER DISTRICT, OR  
 COALEDO DRAINAGE DISTRICT, OR  
 COBURG FIRE DISTRICT, OR  
 COLESTIN RURAL FIRE DISTRICT, OR



COLTON R.F.P.D., OR  
 COLTON WATER DISTRICT #11, OR  
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 COLUMBIA DRAINAGE VECTOR CONTROL, OR  
 COLUMBIA IMPROVEMENT DISTRICT, OR  
 COLUMBIA R.F.P.D., OR  
 COLUMBIA RIVER FIRE & RESCUE, OR  
 COLUMBIA RIVER PUD, OR  
 COLUMBIA S.W.C.D., OR  
 COLUMBIA S.W.C.D., OR  
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
 COOS FOREST PROTECTIVE ASSOCIATION  
 COOS S.W.C.D., OR  
 COQUILLE R.F.P.D., OR  
 COQUILLE VALLEY HOSPITAL DISTRICT, OR  
 CORBETT WATER DISTRICT, OR  
 CORNELIUS R.F.P.D., OR  
 CORP RANCH ROAD WATER IMPROVEMENT, OR  
 CORVALLIS R.F.P.D., OR  
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR  
 COUNTRY CLUB WATER DISTRICT, OR  
 COUNTRY ESTATES ROAD DISTRICT, OR  
 COVE CEMETERY MAINTENANCE DISTRICT, OR  
 COVE ORCHARD SEWER SERVICE DISTRICT, OR  
 COVE R.F.P.D., OR  
 CRESCENT R.F.P.D., OR  
 CRESCENT SANITARY DISTRICT, OR  
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR  
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR  
 CROOK COUNTY CEMETERY DISTRICT, OR  
 CROOK COUNTY FIRE AND RESCUE, OR  
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR  
 CROOK COUNTY S.W.C.D., OR  
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
 CROOKED RIVER RANCH R.F.P.D., OR  
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR  
 CRYSTAL SPRINGS WATER DISTRICT, OR  
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR  
 CURRY COUNTY S.W.C.D., OR  
 CURRY HEALTH DISTRICT, OR  
 CURRY PUBLIC LIBRARY DISTRICT, OR  
 DALLAS CEMETERY DISTRICT #4, OR  
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
 DAYS CREEK R.F.P.D., OR  
 DAYTON FIRE DISTRICT, OR  
 DEAN MINARD WATER DISTRICT, OR  
 DEE IRRIGATION DISTRICT, OR  
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR

DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR  
 DEPOE BAY R.F.P.D., OR  
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
 DESCHUTES COUNTY R.F.P.D. #2, OR  
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
 DESCHUTES S.W.C.D., OR  
 DESCHUTES VALLEY WATER DISTRICT, OR  
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
 DEXTER R.F.P.D., OR  
 DEXTER SANITARY DISTRICT, OR  
 DORA-SITKUM R.F.P.D., OR  
 DOUGLAS COUNTY FIRE DISTRICT #2, OR  
 DOUGLAS S.W.C.D., OR  
 DRAKES CROSSING R.F.P.D., OR  
 DRRH SPECIAL ROAD DISTRICT #6, OR  
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 DUFUR RECREATION DISTRICT, OR  
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
 DUNDEE R.F.P.D., OR  
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR  
 EAGLE POINT IRRIGATION DISTRICT, OR  
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR  
 EAGLE VALLEY R.F.P.D., OR  
 EAGLE VALLEY S.W.C.D., OR  
 EAST FORK IRRIGATION DISTRICT, OR  
 EAST MULTNOMAH S.W.C.D., OR  
 EAST SALEM SERVICE DISTRICT, OR  
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR  
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR  
 EAST UMATILLA COUNTY R.F.P.D., OR  
 EAST VALLEY WATER DISTRICT, OR  
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR  
 ELGIN HEALTH DISTRICT, OR  
 ELGIN R.F.P.D., OR  
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR  
 ELKTON R.F.P.D., OR  
 EMERALD P.U.D., OR  
 ENTERPRISE IRRIGATION DISTRICT, OR  
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR  
 ESTACADA R.F.P.D. #69, OR  
 EUGENE R.F.P.D. # 1, OR  
 EUGENE WATER AND ELECTRIC BOARD  
 EVANS VALLEY FIRE DISTRICT #6, OR  
 FAIR OAKS R.F.P.D., OR  
 FAIRVIEW R.F.P.D., OR  
 FAIRVIEW WATER DISTRICT, OR  
 FALCON HEIGHTS WATER AND SEWER, OR  
 FALCON-COVE BEACH WATER DISTRICT, OR  
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
 FARGO INTERCHANGE SERVICE DISTRICT, OR  
 FARMERS IRRIGATION DISTRICT, OR  
 FAT ELK DRAINAGE DISTRICT, OR  
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR  
 FOR FAR ROAD DISTRICT, OR  
 FOREST GROVE R.F.P.D., OR  
 FOREST VIEW SPECIAL ROAD DISTRICT, OR  
 FORT ROCK-SILVER LAKE S.W.C.D., OR



FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
 FOX CEMETERY MAINTENANCE DISTRICT, OR  
 GARDINER R.F.P.D., OR  
 GARDINER SANITARY DISTRICT, OR  
 GARIBALDI R.F.P.D., OR  
 GASTON R.F.P.D., OR  
 GATES R.F.P.D., OR  
 GEARHART R.F.P.D., OR  
 GILLIAM S.W.C.D., OR  
 GLENDALE AMBULANCE DISTRICT, OR  
 GLENDALE R.F.P.D., OR  
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
 GLENEDEN SANITARY DISTRICT, OR  
 GLENWOOD WATER DISTRICT, OR  
 GLIDE - IDLEYLD SANITARY DISTRICT, OR  
 GLIDE R.F.P.D., OR  
 GOLD BEACH - WEDDERBURN R.F.P.D., OR  
 GOLD HILL IRRIGATION DISTRICT, OR  
 GOLDFINCH ROAD DISTRICT, OR  
 GOSHEN R.F.P.D., OR  
 GOVERNMENT CAMP ROAD DISTRICT, OR  
 GOVERNMENT CAMP SANITARY DISTRICT, OR  
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
 GRAND RONDE SANITARY DISTRICT, OR  
 GRANT COUNTY TRANSPORTATION DISTRICT, OR  
 GRANT S.W.C.D., OR  
 GRANTS PASS IRRIGATION DISTRICT, OR  
 GREATER BOWEN VALLEY R.F.P.D., OR  
 GREATER ST. HELENS PARK & RECREATION  
 DISTRICT, OR  
 GREATER TOLEDO POOL RECREATION DISTRICT,  
 OR  
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
 GREEN SANITARY DISTRICT, OR  
 GREENACRES R.F.P.D., OR  
 GREENBERRY IRRIGATION DISTRICT, OR  
 GREENSPRINGS RURAL FIRE DISTRICT, OR  
 HAHLEN ROAD SPECIAL DISTRICT, OR  
 HAINES CEMETERY MAINTENANCE DISTRICT, OR  
 HAINES FIRE PROTECTION DISTRICT, OR  
 HALSEY-SHEDD R.F.P.D., OR  
 HAMLET R.F.P.D., OR  
 HARBOR R.F.P.D., OR  
 HARBOR SANITARY DISTRICT, OR  
 HARBOR WATER P.U.D., OR  
 HARNEY COUNTY HEALTH DISTRICT, OR  
 HARNEY S.W.C.D., OR  
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
 HARRISBURG FIRE AND RESCUE, OR  
 HAUSER R.F.P.D., OR  
 HAZELDELL RURAL FIRE DISTRICT, OR  
 HEBBO JOINT WATER-SANITARY AUTHORITY, OR  
 HECETA WATER P.U.D., OR  
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
 HELIX PARK & RECREATION DISTRICT, OR  
 HELIX R.F.P.D. #7-411, OR  
 HEPNER CEMETERY MAINTENANCE DISTRICT, OR  
 HEPNER R.F.P.D., OR  
 HEPNER WATER CONTROL DISTRICT, OR  
 HEREFORD COMMUNITY HALL RECREATION  
 DISTRICT, OR  
 HERMISTON CEMETERY DISTRICT, OR  
 HERMISTON IRRIGATION DISTRICT, OR  
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT  
 DISTRICT, OR  
 HIGH DESERT PARK & RECREATION DISTRICT, OR  
 HIGHLAND SUBDIVISION WATER DISTRICT, OR  
 HONOLULU INTERNATIONAL AIRPORT

HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,  
 OR  
 HOOD RIVER S.W.C.D., OR  
 HOOD RIVER VALLEY PARKS & RECREATION  
 DISTRICT, OR  
 HOODLAND FIRE DISTRICT #74  
 HOODLAND FIRE DISTRICT #74, OR  
 HORSEFLY IRRIGATION DISTRICT, OR  
 HOSKINS-KINGS VALLEY R.F.P.D., OR  
 HOUSING AUTHORITY OF PORTLAND  
 HUBBARD R.F.P.D., OR  
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,  
 OR  
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 ICE FOUNTAIN WATER DISTRICT, OR  
 IDAHO POINT SPECIAL ROAD DISTRICT, OR  
 IDANHA-DETROIT RURAL FIRE PROTECTION  
 DISTRICT, OR  
 ILLINOIS VALLEY FIRE DISTRICT  
 ILLINOIS VALLEY R.F.P.D., OR  
 ILLINOIS VALLEY S.W.C.D., OR  
 IMBLER R.F.P.D., OR  
 INTERLACHEN WATER P.U.D., OR  
 IONE LIBRARY DISTRICT, OR  
 IONE R.F.P.D. #6-604, OR  
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
 IRONSIDE RURAL ROAD DISTRICT #5, OR  
 IRRIGON PARK & RECREATION DISTRICT, OR  
 IRRIGON R.F.P.D., OR  
 ISLAND CITY AREA SANITATION DISTRICT, OR  
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,  
 OR  
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
 JACKSON COUNTY FIRE DISTRICT #3, OR  
 JACKSON COUNTY FIRE DISTRICT #4, OR  
 JACKSON COUNTY FIRE DISTRICT #5, OR  
 JACKSON COUNTY LIBRARY DISTRICT, OR  
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
 JACKSON S.W.C.D., OR  
 JASPER KNOLLS WATER DISTRICT, OR  
 JEFFERSON COUNTY EMERGENCY MEDICAL  
 SERVICE DISTRICT, OR  
 JEFFERSON COUNTY FIRE DISTRICT #1, OR  
 JEFFERSON COUNTY LIBRARY DISTRICT, OR  
 JEFFERSON COUNTY S.W.C.D., OR  
 JEFFERSON PARK & RECREATION DISTRICT, OR  
 JEFFERSON R.F.P.D., OR  
 JOB'S DRAINAGE DISTRICT, OR  
 JOHN DAY WATER DISTRICT, OR  
 JOHN DAY-CANYON CITY PARKS & RECREATION  
 DISTRICT, OR  
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
 JORDAN VALLEY CEMETERY DISTRICT, OR  
 JORDAN VALLEY IRRIGATION DISTRICT, OR  
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 JOSEPHINE COUNTY 911 AGENCY, OR  
 JUNCTION CITY R.F.P.D., OR  
 JUNCTION CITY WATER CONTROL DISTRICT, OR  
 JUNIPER BUTTE ROAD DISTRICT, OR  
 JUNIPER CANYON WATER CONTROL DISTRICT, OR  
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,  
 OR  
 JUNIPER FLAT R.F.P.D., OR



JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
 KEATING R.F.P.D., OR  
 KEATING S.W.C.D., OR  
 KEIZER R.F.P.D., OR  
 KELLOGG RURAL FIRE DISTRICT, OR  
 KENO IRRIGATION DISTRICT, OR  
 KENO PINES ROAD DISTRICT, OR  
 KENO R.F.P.D., OR  
 KENT WATER DISTRICT, OR  
 KERBY WATER DISTRICT, OR  
 K-GB-LB WATER DISTRICT, OR  
 KILCHIS WATER DISTRICT, OR  
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR  
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR  
 KLAMATH COUNTY FIRE DISTRICT #1, OR  
 KLAMATH COUNTY FIRE DISTRICT #3, OR  
 KLAMATH COUNTY FIRE DISTRICT #4, OR  
 KLAMATH COUNTY FIRE DISTRICT #5, OR  
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR  
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR  
 KLAMATH DRAINAGE DISTRICT, OR  
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR  
 KLAMATH INTEROPERABILITY RADIO GROUP, OR  
 KLAMATH IRRIGATION DISTRICT, OR  
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR  
 KLAMATH S.W.C.D., OR  
 KLAMATH VECTOR CONTROL DISTRICT, OR  
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
 LA GRANDE R.F.P.D., OR  
 LA PINE PARK & RECREATION DISTRICT, OR  
 LA PINE R.F.P.D., OR  
 LABISH VILLAGE SEWAGE & DRAINAGE, OR  
 LACOMB IRRIGATION DISTRICT, OR  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
 LAIDLAW WATER DISTRICT, OR  
 LAKE CHINOOK FIRE & RESCUE, OR  
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR  
 LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR

LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR  
 LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR  
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
 LOWER SILETZ WATER DISTRICT, OR  
 LOWER UMPQUA HOSPITAL DISTRICT, OR  
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
 LUSTED WATER DISTRICT, OR  
 LYONS R.F.P.D., OR  
 LYONS-MEHAMA WATER DISTRICT, OR  
 MADRAS AQUATIC CENTER DISTRICT, OR  
 MAKAI SPECIAL ROAD DISTRICT, OR  
 MALHEUR COUNTY S.W.C.D., OR  
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
 MALHEUR DRAINAGE DISTRICT, OR  
 MALHEUR MEMORIAL HEALTH DISTRICT, OR  
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR  
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR  
 MALIN IRRIGATION DISTRICT, OR  
 MALIN R.F.P.D., OR  
 MAPLETON FIRE DEPARTMENT, OR  
 MAPLETON WATER DISTRICT, OR  
 MARCOLA WATER DISTRICT, OR  
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR  
 MARION COUNTY FIRE DISTRICT #1, OR  
 MARION JACK IMPROVEMENT DISTRICT, OR  
 MARION S.W.C.D., OR  
 MARY'S RIVER ESTATES ROAD DISTRICT, OR  
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 MCKAY ACRES IMPROVEMENT DISTRICT, OR



MCKAY DAM R.F.P.D. # 7-410, OR  
 MCKENZIE FIRE & RESCUE, OR  
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
 MCMINNVILLE R.F.P.D., OR  
 MCNULTY WATER P.U.D., OR  
 MEADOWS DRAINAGE DISTRICT, OR  
 MEDFORD IRRIGATION DISTRICT, OR  
 MEDFORD R.F.P.D. #2, OR  
 MEDFORD WATER COMMISSION  
 MEDICAL SPRINGS R.F.P.D., OR  
 MELHEUR COUNTY JAIL, OR  
 MERLIN COMMUNITY PARK DISTRICT, OR  
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
 MERRILL PARK DISTRICT, OR  
 MERRILL R.F.P.D., OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
 MID-COLUMBIA FIRE AND RESCUE, OR  
 MIDDLE FORK IRRIGATION DISTRICT, OR  
 MIDLAND COMMUNITY PARK, OR  
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
 MILES CROSSING SANITARY SEWER DISTRICT, OR  
 MILL CITY R.F.P.D. #2-303, OR  
 MILL FOUR DRAINAGE DISTRICT, OR  
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
 MILLINGTON R.F.P.D. #5, OR  
 MILO VOLUNTEER FIRE DEPARTMENT, OR  
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
 MIROCO SPECIAL ROAD DISTRICT, OR  
 MIST-BIRKENFELD R.F.P.D., OR  
 MODOC POINT IRRIGATION DISTRICT, OR  
 MODOC POINT SANITARY DISTRICT, OR  
 MOHAWK VALLEY R.F.P.D., OR  
 MOLALLA AQUATIC DISTRICT, OR  
 MOLALLA R.F.P.D. #73, OR  
 MONITOR R.F.P.D., OR  
 MONROE R.F.P.D., OR  
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
 MONUMENT S.W.C.D., OR  
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT, OR  
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR  
 MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. LAKI CEMETERY DISTRICT, OR  
 MT. VERNON R.F.P.D., OR  
 MULINO WATER DISTRICT #1, OR  
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
 MULTNOMAH COUNTY R.F.P.D. #10, OR  
 MULTNOMAH COUNTY R.F.P.D. #14, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MYRTLE CREEK R.F.P.D., OR

NEAH-KAH-NIE WATER DISTRICT, OR  
 NEDONNA R.F.P.D., OR  
 NEHALEM BAY FIRE AND RESCUE, OR  
 NEHALEM BAY HEALTH DISTRICT, OR  
 NEHALEM BAY WASTEWATER AGENCY, OR  
 NESIKA BEACH-OPHIR WATER DISTRICT, OR  
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
 NESKOWIN REGIONAL WATER DISTRICT, OR  
 NESTUCCA R.F.P.D., OR  
 NETARTS WATER DISTRICT, OR  
 NETARTS-OCEANSIDE R.F.P.D., OR  
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
 NEW BRIDGE WATER SUPPLY DISTRICT, OR  
 NEW CARLTON FIRE DISTRICT, OR  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NEW PINE CREEK R.F.P.D., OR  
 NEWBERG R.F.P.D., OR  
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
 NEWPORT R.F.P.D., OR  
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 NORTH ALBANY R.F.P.D., OR  
 NORTH BAY R.F.P.D. #9, OR  
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR  
 NORTH COUNTY RECREATION DISTRICT, OR  
 NORTH DOUGLAS COUNTY FIRE & EMS, OR  
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR  
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 NORTH GILLIAM COUNTY R.F.P.D., OR  
 NORTH LAKE HEALTH DISTRICT, OR  
 NORTH LEBANON WATER CONTROL DISTRICT, OR  
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
 NORTH LINCOLN HEALTH DISTRICT, OR  
 NORTH MORROW VECTOR CONTROL DISTRICT, OR  
 NORTH SHERMAN COUNTY R.F.P.D., OR  
 NORTH UNIT IRRIGATION DISTRICT, OR  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR  
 NORTHERN WASCO COUNTY P.U.D., OR  
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR  
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
 NYSSA RURAL FIRE DISTRICT, OR  
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
 OAK LODGE WATER SERVICES, OR  
 OAKLAND R.F.P.D., OR  
 OAKVILLE COMMUNITY CENTER, OR  
 OCEANSIDE WATER DISTRICT, OR  
 OCHOCO IRRIGATION DISTRICT, OR  
 OCHOCO WEST WATER AND SANITARY AUTHORITY, OR  
 ODELL SANITARY DISTRICT, OR  
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
 ONTARIO LIBRARY DISTRICT, OR  
 ONTARIO R.F.P.D., OR  
 OPHIR R.F.P.D., OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON INTERNATIONAL PORT OF COOS BAY, OR  
 OREGON LEGISLATIVE ADMINISTRATION  
 OREGON OUTBACK R.F.P.D., OR  
 OREGON POINT, OR  
 OREGON TRAIL LIBRARY DISTRICT, OR



OTTER ROCK WATER DISTRICT, OR  
OWW UNIT #2 SANITARY DISTRICT, OR  
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
OWYHEE IRRIGATION DISTRICT, OR  
PACIFIC CITY JOINT WATER-SANITARY  
AUTHORITY, OR  
PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
PALATINE HILL WATER DISTRICT, OR  
PALMER CREEK WATER DISTRICT IMPROVEMENT  
COMPANY, OR  
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
PANTHER CREEK ROAD DISTRICT, OR  
PANTHER CREEK WATER DISTRICT, OR  
PARKDALE R.F.P.D., OR  
PARKDALE SANITARY DISTRICT, OR  
PENINSULA DRAINAGE DISTRICT #1, OR  
PENINSULA DRAINAGE DISTRICT #2, OR  
PHILOMATH FIRE AND RESCUE, OR  
PILOT ROCK CEMETERY MAINTENANCE DISTRICT  
#5, OR  
PILOT ROCK PARK & RECREATION DISTRICT, OR  
PILOT ROCK R.F.P.D., OR  
PINE EAGLE HEALTH DISTRICT, OR  
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
PINE GROVE IRRIGATION DISTRICT, OR  
PINE GROVE WATER DISTRICT-KLAMATH FALLS,  
OR  
PINE GROVE WATER DISTRICT-MAUPIN, OR  
PINE VALLEY CEMETERY DISTRICT, OR  
PINE VALLEY R.F.P.D., OR  
PINWOOD COUNTRY ESTATES SPECIAL ROAD  
DISTRICT, OR  
PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
PISTOL RIVER CEMETERY MAINTENANCE  
DISTRICT, OR  
PISTOL RIVER FIRE DISTRICT, OR  
PLEASANT HILL R.F.P.D., OR  
PLEASANT HOME WATER DISTRICT, OR  
POCAHONTAS MINING AND IRRIGATION DISTRICT,  
OR  
POE VALLEY IMPROVEMENT DISTRICT, OR  
POE VALLEY PARK & RECREATION DISTRICT, OR  
POE VALLEY VECTOR CONTROL DISTRICT, OR  
POLK COUNTY FIRE DISTRICT #1, OR  
POLK S.W.C.D., OR  
POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,  
OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR  
PORT OF ASTORIA, OR  
PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR  
PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR  
PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR

PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE  
DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT, OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT  
#1, OR  
PROSPECT R.F.P.D., OR  
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
QUEENER IRRIGATION IMPROVEMENT DISTRICT,  
OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION DISTRICT,  
OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLE FIRE PROTECTION DISTRICT, OR  
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,  
OR  
RIDGEWOOD ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER ROAD PARK & RECREATION DISTRICT, OR  
RIVER ROAD WATER DISTRICT, OR  
RIVERBEND RIVERBANK WATER IMPROVEMENT  
DISTRICT, OR  
RIVERDALE R.F.P.D. 11-JT, OR  
RIVERGROVE WATER DISTRICT, OR  
RIVERSIDE MISSION WATER CONTROL DISTRICT,  
OR  
RIVERSIDE R.F.P.D. #7-406, OR  
RIVERSIDE WATER DISTRICT, OR  
ROBERTS CREEK WATER DISTRICT, OR  
ROCK CREEK DISTRICT IMPROVEMENT, OR  
ROCK CREEK WATER DISTRICT, OR  
ROCKWOOD WATER P.U.D., OR  
ROCKY POINT FIRE & EMS, OR  
ROGUE RIVER R.F.P.D., OR  
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
ROGUE VALLEY SEWER SERVICES, OR  
ROGUE VALLEY SEWER, OR  
ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
ROSEBURG URBAN SANITARY AUTHORITY, OR  
ROSEWOOD ESTATES ROAD DISTRICT, OR  
ROW RIVER VALLEY WATER DISTRICT, OR  
RURAL ROAD ASSESSMENT DISTRICT #3, OR  
RURAL ROAD ASSESSMENT DISTRICT #4, OR  
SAINT LANDRY PARISH TOURIST COMMISSION



SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM AREA MASS TRANSIT DISTRICT, OR  
 SALEM MASS TRANSIT DISTRICT  
 SALEM SUBURBAN R.F.P.D., OR  
 SALISHAN SANITARY DISTRICT, OR  
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
 SALMON RIVER PARK WATER IMPROVEMENT  
 DISTRICT, OR  
 SALMONBERRY TRAIL INTERGOVERNMENTAL  
 AGENCY, OR  
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
 SANDY R.F.P.D. #72, OR  
 SANTA CLARA R.F.P.D., OR  
 SANTA CLARA WATER DISTRICT, OR  
 SANTIAM WATER CONTROL DISTRICT, OR  
 SAUVIE ISLAND DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,  
 OR  
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,  
 OR  
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
 SCAPPOOSE R.F.P.D., OR  
 SCIO R.F.P.D., OR  
 SCOTTSBURG R.F.P.D., OR  
 SEAL ROCK R.F.P.D., OR  
 SEAL ROCK WATER DISTRICT, OR  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
 LA  
 SHANGRI-LA WATER DISTRICT, OR  
 SHASTA VIEW IRRIGATION DISTRICT, OR  
 SHELLEY ROAD CREST ACRES WATER DISTRICT,  
 OR  
 SHERIDAN FIRE DISTRICT, OR  
 SHERMAN COUNTY HEALTH DISTRICT, OR  
 SHERMAN COUNTY S.W.C.D., OR  
 SHORELINE SANITARY DISTRICT, OR  
 SILETZ KEYS SANITARY DISTRICT, OR  
 SILETZ R.F.P.D., OR  
 SILVER FALLS LIBRARY DISTRICT, OR  
 SILVER LAKE IRRIGATION DISTRICT, OR  
 SILVER LAKE R.F.P.D., OR  
 SILVER SANDS SPECIAL ROAD DISTRICT, OR  
 SILVERTON R.F.P.D. NO. 2, OR  
 SISTERS PARKS & RECREATION DISTRICT, OR  
 SISTERS-CAMP SHERMAN R.F.P.D., OR  
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
 SIUSLAW S.W.C.D., OR  
 SIUSLAW VALLEY FIRE AND RESCUE, OR  
 SIXES R.F.P.D., OR  
 SKIPANON WATER CONTROL DISTRICT, OR  
 SKYLINE VIEW DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SLEEPY HOLLOW WATER DISTRICT, OR  
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,  
 OR  
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,  
 OR  
 SOUTH COUNTY HEALTH DISTRICT, OR  
 SOUTH FORK WATER BOARD, OR  
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 SOUTH LANE COUNTY FIRE & RESCUE, OR

SOUTH SANTIAM RIVER WATER CONTROL  
 DISTRICT, OR  
 SOUTH SHERMAN FIRE DISTRICT, OR  
 SOUTH SUBURBAN SANITARY DISTRICT, OR  
 SOUTH WASCO PARK & RECREATION DISTRICT, OR  
 SOUTHERN COOS HEALTH DISTRICT, OR  
 SOUTHERN CURRY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 SOUTHVIEW IMPROVEMENT DISTRICT, OR  
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,  
 OR  
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
 SOUTHWOOD PARK WATER DISTRICT, OR  
 SPECIAL ROAD DISTRICT #1, OR  
 SPECIAL ROAD DISTRICT #8, OR  
 SPRING RIVER SPECIAL ROAD DISTRICT, OR  
 SPRINGFIELD UTILITY BOARD, OR  
 ST. PAUL R.F.P.D., OR  
 STANFIELD CEMETERY DISTRICT #6, OR  
 STANFIELD IRRIGATION DISTRICT, OR  
 STARR CREEK ROAD DISTRICT, OR  
 STARWOOD SANITARY DISTRICT, OR  
 STAYTON FIRE DISTRICT, OR  
 SUBLIMITY FIRE DISTRICT, OR  
 SUBURBAN EAST SALEM WATER DISTRICT, OR  
 SUBURBAN LIGHTING DISTRICT, OR  
 SUCCOR CREEK DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SUMMER LAKE IRRIGATION DISTRICT, OR  
 SUMMERVILLE CEMETERY MAINTENANCE  
 DISTRICT, OR  
 SUMNER R.F.P.D., OR  
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
 SUNDOWN SANITATION DISTRICT, OR  
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 SUNNYSIDE IRRIGATION DISTRICT, OR  
 SUNRISE WATER AUTHORITY, OR  
 SUNRIVER SERVICE DISTRICT, OR  
 SUNSET EMPIRE PARK & RECREATION DISTRICT,  
 OR  
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
 SURFLAND ROAD DISTRICT, OR  
 SUTHERLIN VALLEY RECREATION DISTRICT, OR  
 SUTHERLIN WATER CONTROL DISTRICT, OR  
 SWALLEY IRRIGATION DISTRICT, OR  
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
 OR  
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
 SWISSHOME-DEADWOOD R.F.P.D., OR  
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
 OR  
 TALENT IRRIGATION DISTRICT, OR  
 TANGENT R.F.P.D., OR  
 TENMILE R.F.P.D., OR  
 TERREBONNE DOMESTIC WATER DISTRICT, OR  
 THE DALLES IRRIGATION DISTRICT, OR  
 THOMAS CREEK-WESTSIDE R.F.P.D., OR  
 THREE RIVERS RANCH ROAD DISTRICT, OR  
 THREE SISTERS IRRIGATION DISTRICT, OR  
 TIGARD TUALATIN AQUATIC DISTRICT, OR  
 TIGARD WATER DISTRICT, OR  
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
 OR  
 TILLAMOOK COUNTY EMERGENCY  
 COMMUNICATIONS DISTRICT, OR  
 TILLAMOOK COUNTY S.W.C.D., OR  
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
 OR



TILLAMOOK FIRE DISTRICT, OR  
 TILLAMOOK P.U.D., OR  
 TILLER R.F.P.D., OR  
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
 OR  
 TOLEDO R.F.P.D., OR  
 TONE WATER DISTRICT, OR  
 TOOLEY WATER DISTRICT, OR  
 TRASK DRAINAGE DISTRICT, OR  
 TRI CITY R.F.P.D. #4, OR  
 TRI-CITY WATER & SANITARY AUTHORITY, OR  
 TRI-COUNTY METROPOLITAN TRANSPORTATION  
 DISTRICT OF OREGON  
 TRIMET, OR  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN HILLS PARK & RECREATION DISTRICT,  
 OR  
 TUALATIN S.W.C.D., OR  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY FIRE & RESCUE, OR  
 TUALATIN VALLEY IRRIGATION DISTRICT, OR  
 TUALATIN VALLEY WATER DISTRICT  
 TUALATIN VALLEY WATER DISTRICT, OR  
 TUMALO IRRIGATION DISTRICT, OR  
 TURNER FIRE DISTRICT, OR  
 TWIN ROCKS SANITARY DISTRICT, OR  
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
 TWO RIVERS S.W.C.D., OR  
 TWO RIVERS SPECIAL ROAD DISTRICT, OR  
 TYGH VALLEY R.F.P.D., OR  
 TYGH VALLEY WATER DISTRICT, OR  
 UMATILLA COUNTY FIRE DISTRICT #1, OR  
 UMATILLA COUNTY S.W.C.D., OR  
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
 OR  
 UMATILLA HOSPITAL DISTRICT, OR  
 UMATILLA R.F.P.D. #7-405, OR  
 UMATILLA-MORROW RADIO AND DATA DISTRICT,  
 OR  
 UMPQUA S.W.C.D., OR  
 UNION CEMETERY MAINTENANCE DISTRICT, OR  
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
 OR  
 UNION COUNTY VECTOR CONTROL DISTRICT, OR  
 UNION GAP SANITARY DISTRICT, OR  
 UNION GAP WATER DISTRICT, OR  
 UNION HEALTH DISTRICT, OR  
 UNION R.F.P.D., OR  
 UNION S.W.C.D., OR  
 UNITY COMMUNITY PARK & RECREATION  
 DISTRICT, OR  
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
 UPPER MCKENZIE R.F.P.D., OR  
 UPPER WILLAMETTE S.W.C.D., OR  
 VALE OREGON IRRIGATION DISTRICT, OR  
 VALE RURAL FIRE PROTECTION DISTRICT, OR  
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
 VALLEY VIEW CEMETERY MAINTENANCE  
 DISTRICT, OR  
 VALLEY VIEW WATER DISTRICT, OR  
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
 VERNONIA R.F.P.D., OR  
 VINEYARD MOUNTAIN PARK & RECREATION  
 DISTRICT, OR  
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,  
 OR  
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR

WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
 WALLOWA LAKE IRRIGATION DISTRICT, OR  
 WALLOWA LAKE R.F.P.D., OR  
 WALLOWA S.W.C.D., OR  
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,  
 OR  
 WAMIC R.F.P.D., OR  
 WAMIC WATER & SANITARY AUTHORITY, OR  
 WARMSPRINGS IRRIGATION DISTRICT, OR  
 WASCO COUNTY S.W.C.D., OR  
 WATER ENVIRONMENT SERVICES, OR  
 WATER WONDERLAND IMPROVEMENT DISTRICT,  
 OR  
 WATERBURY & ALLEN DITCH IMPROVEMENT  
 DISTRICT, OR  
 WATSECO-BARVIEW WATER DISTRICT, OR  
 WAUNA WATER DISTRICT, OR  
 WEDDERBURN SANITARY DISTRICT, OR  
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
 OR  
 WEST EXTENSION IRRIGATION DISTRICT, OR  
 WEST LABISH DRAINAGE & WATER CONTROL  
 IMPROVEMENT DISTRICT, OR  
 WEST MULTNOMAH S.W.C.D., OR  
 WEST SIDE R.F.P.D., OR  
 WEST SLOPE WATER DISTRICT, OR  
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,  
 OR  
 WEST VALLEY FIRE DISTRICT, OR  
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
 WESTERN LANE AMBULANCE DISTRICT, OR  
 WESTLAND IRRIGATION DISTRICT, OR  
 WESTON ATHENA MEMORIAL HALL PARK &  
 RECREATION DISTRICT, OR  
 WESTON CEMETERY DISTRICT #2, OR  
 WESTPORT FIRE AND RESCUE, OR  
 WESTRIDGE WATER SUPPLY CORPORATION, OR  
 WESTWOOD HILLS ROAD DISTRICT, OR  
 WESTWOOD VILLAGE ROAD DISTRICT, OR  
 WHEELER S.W.C.D., OR  
 WHITE RIVER HEALTH DISTRICT, OR  
 WIARD MEMORIAL PARK DISTRICT, OR  
 WICKIUP WATER DISTRICT, OR  
 WILLAKENZIE R.F.P.D., OR  
 WILLAMALANE PARK & RECREATION DISTRICT, OR  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY  
 WILLAMETTE RIVER WATER COALITION, OR  
 WILLIAMS R.F.P.D., OR  
 WILLOW CREEK PARK DISTRICT, OR  
 WILLOW DALE WATER DISTRICT, OR  
 WILSON RIVER WATER DISTRICT, OR  
 WINCHESTER BAY R.F.P.D., OR  
 WINCHESTER BAY SANITARY DISTRICT, OR  
 WINCHUCK R.F.P.D., OR  
 WINSTON-DILLARD R.F.P.D., OR  
 WINSTON-DILLARD WATER DISTRICT, OR  
 WOLF CREEK R.F.P.D., OR  
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
 OR  
 WOODBURN R.F.P.D. NO. 6, OR  
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
 WOODS ROAD DISTRICT, OR  
 WRIGHT CREEK ROAD WATER IMPROVEMENT  
 DISTRICT, OR  
 WY'EST FIRE DISTRICT, OR  
 YACHATS R.F.P.D., OR  
 YAMHILL COUNTY TRANSIT AREA, OR



YAMHILL FIRE PROTECTION DISTRICT, OR  
YAMHILL SWCD, OR  
YONCALLA PARK & RECREATION DISTRICT, OR  
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
OR  
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
SALEM-KEIZER PUBLIC SCHOOLS 24J  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL

MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT



DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
 (NUAMES), UT  
 NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT

RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
 UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOEELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING  
 ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING  
 ARTS AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE



NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF  
HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF  
HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH





# Qualifications and Experience

**vari.**<sup>®</sup>



# HISTORY | SALES TEAM EMPLOYMENT TOTALS



Brief history and description of Supplier to include experience providing similar products and services.

Vari started as a pain in the rear – literally. Our friend had sciatic nerve pain and his physical therapist told him that standing at work would bring relief. When he couldn’t find a standing desk that was simple, affordable, and adjustable, we decided to make one ourselves. It worked so well that everybody in the office wanted one, and we got a ton of requests to make more. So, we did, and we haven’t stopped since. To this day, we’re passionate about helping people get more done and feel better doing it.

Total number and location of salespersons employed by Supplier.

Vari has a robust sales team totaling to 110 dedicated employees. Vari’s sales representative presence ranges throughout the united states.

Senior Sales Leadership	8
Director and Regional	17
Management, Specialist, Administrative	85
Total	110



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

Annual sales for the three previous fiscal years.  
a. Submit FEIN and Dunn & Bradstreet report.

Corporate Office: 450 Freeport Pkwy, Coppell, TX 75019  
Vari has 1 Customer Support Call Center located at our corporate office.  
We stock our own inventory and have three distribution centers across the U.S. in Texas, California, and Pennsylvania, so most product orders deliver within 2-5 business days to the lower 48 states. Shipping to Alaska or Hawaii will be charged only the normal FedEx posted rate and takes 7-10 business days.  
Vari Direct Markets – 3 PLs managed by Vari

- Texas – 1901 Daniieldale Rd, Lancaster TX 75134
- Pennsylvania – 9545 West Hills Court, Kutztown PA 19530
- California – 28015 Eucalyptus Ave, Moreno Valley, CA 92555
- Georgia – 4900 N Commerce Dr 100, East Point GA 30344
- Europe – Base Logistics B.V., Daltonstraat 4, 3335LR Kwijndrecht, Netherlands
- Australia – 107 Gateway Boulevard, Epping VIC 3076
- Canada – 1020 Derwent Way, Delta B.C. V3m5r1

Vari has Vari is a privately held company and cannot disclose financials without a non-disclosure agreement. Please the attached financials statement letter in the performance and capability tab.

DUN: 102456448| NAICS: 337214 | CAGE: 887M6 | Fed Tax ID: 83-2493517



## Describe any green or environmental initiatives or policies.

At Vari, we care about our ecological footprint and our environmental impact. We offer products that are produced sustainably to the strictest industry standards so that you can confidently meet green building requirements knowing you're making healthier choices on behalf of your workplace environment and the earth.

As of August 2017, Vari® was the first company in the world to have sit-stand office products receive the UL BIFMA Performance Certification mark. The UL BIFMA performance mark is the first and only program that certifies that products meet BIFMA standards and provides a basis for evaluating the performance and durability of products. Besides testing with third party laboratories, Vari also has an on-site UL Data Witness lab at our manufacturing location. That means we're able to test our products on-site under supervision of a UL representative who can issue certifications. This saves us time in the testing process and allows us to bring products to market quickly without sacrificing safety or quality. Our product certification list includes GreenGuard, GreenGuard Gold, ANSI/BIFMA and TUV. Certifications are available for review for individual products or as a full list. Vari is proud to offer quality products that not only help you have a healthier workday, but also feature quality materials that are produced sustainably in healthy environments to the strictest industry standards.

**Product Certification:** Most of our products are GREENGUARD Certified, meaning they meet strict chemical emissions limits, and contribute to the creation of healthier interiors and indoor spaces. [Source]

GREENGUARD Gold Certification offers stricter criteria to account for sensitive individuals (such as children and the elderly) and ensures that a product is acceptable for use in environments such as schools and healthcare facilities. It is referenced by both The Collaborative for High Performance Schools (CHPS) and the Leadership in Energy and Environmental Design (LEED) Building Rating System.

Using our GREENGUARD and GREENGUARD Gold products helps to contribute to the achievement of points necessary for established green building rating systems, such as LEED, BREEAM, and Fitwel. These strict rating systems govern the balance of efficiency of a building with the health of the structure and its occupants.

**Recycling and Carbon Footprint:** Our cardboard delivery boxes are recycling-friendly. We're constantly looking for ways to minimize packaging. We suggest fans recycle or reuse our boxes.

- Every material that goes into our products is meticulously sourced in consideration of the full lifecycle of the product. All metals, plastics, and MDF are recyclable. If a product is returned, we consciously assess its next sustainable step, whether it's donated back to the community (if it meets quality standards) or recycled.
- At our Vari company headquarters, we have a comprehensive recycling program to help reuse precious resources. We encourage our employees to recycle and provide recycling cans throughout our headquarters.
- Our QuickFlex walls drastically minimize the use of drywall, a material that can have a negative impact on the environment once it reaches landfills. In fact, according to the EPA, commercial buildings generate 13 million tons of drywall and plasters from construction waste and demolition each year.

Companies are changing faster than ever, and our flexible workspace solutions allow them to maximize their existing office footprint without needing to build out new spaces in order to adapt.

- In addition to moving costs, each time companies move, they typically invest TI improvement in demoing unsustainable materials like drywall from interior walls, raised floors, and ceiling tiles that are rarely recyclable.
- Our solutions are designed to work seamlessly within any space —no raised floors, drop ceilings, or drywalled interior walls necessary. This reduces costs and carbon footprint.



# DIVERSITY



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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

At Vari, we're committed to a culture of diversity, equity, and inclusion. And we believe that to truly have this thriving culture it must be intentionally fostered, cultivated, and preserved.

Through the Vari Diversity Council, We embrace the things that make us unique – whether those differences are physical, mental, or spiritual. It's everyone's own combination of these things that gives them their own outlook and thought process. And when we bring all these unique points of view together, we rise together.

Our stance on diversity, equity, and inclusion impacts how we hire, compensate, train, develop, and grow our team. It also shapes where we source our vendors, where we donate, and how we do business. We're committed to continuing to grow as a company to live these values more fully each day.



Describe how supplier differentiates itself from its competitors.

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

## Differentiators

**Speed to Occupancy** – We can operate on a timeline of 15 business days from first call to fully installed on most projects. This eliminates the 6-10-week lead times of traditional furniture dealers.

**Flexible Workspaces** – Our solutions are designed to assemble and reconfigure easily to accommodate changing needs in the workspace.

**Complimentary Services** – Our customers receive free space planning, free delivery, and free installation on qualified orders.

**Transparent Pricing** - Because we act as our own distribution, we eliminate complex industry discounting methods and create full pricing transparency to the customer.

**Simplified Buying** – We believe in simple, highly functional solutions. We cater to customers who value simplicity and flexibility.

**Consistent Experience** – As a national network, our customers will always be working with the same company with the same selling practices.

**Hassle-Free Returns** – We accept returns of any size and volume if the customer is not fully satisfied within 30 days. Most manufacturers require hefty restocking fees and return shipment costs.



We have filed three separate complaints (one in 2015, 2016, and 2017) in the International Trade Court alleging infringement of one or more of our patents on height-adjustable desktop risers. In all three cases, all respondents have settled prior to a formal hearing. We currently do not have any open litigation.



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

Describe any debarment or suspension actions taken against supplier.

Vari is not owned or operated by anyone who has been convicted of a felony.

Read. Understand. Not applicable.



Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

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.

Vari offers a robust product offering, *please see product and pricing tab*.

We aim to please our fans, to compliment our product offerings Vari offers complete design services.

Design Services:

We know the furniture buying process should always be simple, so we include design services and project management at no cost for all our customers. We have a dedicated in-house team of space planners that partner with you to create solutions designed to maximize the effectiveness of your workspace while considering how to scale for your growth.

Project Management:

We can help manage your project from inception to execution. Let our project services team offer complimentary assistance with:

1. Overall timeline management to help you get in on time
2. Arranging shipment direct to your facility
3. Managing delivery and installation efficiently
4. Handling any post-project corrections or tweaks you need once you move in.

Vari offers global service with three distribution centers across the U.S. in Texas, California, and Pennsylvania, so most product orders deliver within 2-5 business days to the lower 48 states. Shipping to Alaska or Hawaii will be charged only the normal FedEx posted rate and takes 7-10 business days.

Vari Direct Markets – 3 PLs managed by Vari

- Texas – 1901 Daniieldale Rd, Lancaster TX 75134
- Pennsylvania – 9545 West Hills Court, Kutztown PA 19530
- California – 28015 Eucalyptus Ave, Moreno Valley, CA 92555
- Georgia – 4900 N Commerce Dr 100, East Point GA 30344
- Europe – Base Logistics B.V., Daltonstraat 4, 3335LR Kwijndrecht, Netherlands
- Australia – 107 Gateway Boulevard, Epping VIC 3076
- Canada – 1020 Derwent Way, Delta B.C. V3m5r1



Describe how Participating Agencies are ensured 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.

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

Vari is well-equipped to provide all participating entities decentralized purchasing. Our existing system is already decentralized, Vari simply arranges orders according to organization/customer needs. Our operating system can link any customer interaction by email domain to associate orders according to organizational needs. So, organizations are able to purchase on an individual level, as well as on a group level and cooperative level. Maintaining all applicable price points and stipulations accordingly. Upon award, Region 4 has the option to reference an exclusive B2B website, a contract number and publication of the contract will always be readily accessible. Vari will provide a detailed market strategy for public agencies following award. Strategy may consist of but not limit to:

1. Webinars
2. Communication and Breadth understanding of the Master Agreement
3. Direct access to SMEs for issue resolution
4. Regular protocol and business reviews

Vari's direct-to-you sales model reduces the number of middlemen, this means we do not use authorized dealers. Vari's shipping/handled by FEDEX.



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

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 team within first 90 days

We stock our own inventory and have three distribution centers across the U.S. in Texas, California, and Pennsylvania, so most product orders deliver within 2-5 business days to the lower 48 states. Shipping to Alaska or Hawaii will be charged only the normal FedEx posted rate and takes 7-10 business days.

Vari Direct Markets – 3 PLs managed by Vari

- Texas – 1901 Daniieldale Rd, Lancaster TX 75134
- Pennsylvania – 9545 West Hills Court, Kutztown PA 19530
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- Canada – 1020 Derwent Way, Delta B.C. V3m5r1

- 1-30 days: Technology enters customer in CRM System and educate sales team on contract requirements
- 31-60 days: Finish training sales force on TCPN contract
- 61-90 days: Proactive sales process selling and pitching TCPN to new and current customers.

The Vari Sales team will have thorough training to understand the entire requirements from the contract of the Region 4 ESC agreement. Additional training will be provided if any changes are to be implemented. Vari will immediately provide marketing, sales, partnership development and administrative support. Vari will immediately assign a SLED team who will serve as the main point of contact for and will be responsible for maintaining the overall relationship with Region 4. The Program Manager of the SLED Team will work in conjunction develop strategy to promote the Master Agreement with support of the Vari executive leadership team. Upon award with Omnia, Vari shall a statement that will meet the contract requirement.

Strategy may include, but not limited to:

1. B2B dedicated website launch
2. Electronic marketing
3. Sales Calls
4. Training



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:

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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.

1-30 days: Creation and distribution of a co-branded press release to trade publications.

1-30 days: Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.

31-60 days: Design, publication and distribution of co-branded marketing materials within first 90 days.

80-90 days: Commitment to attendance and participation with OMNIA Partners 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 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.

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.)

Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners 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' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

**Read. Understand. Commit and Comply. Upon award a detailed plan will be provided.**

Vari will continued grow our partnership with OMNIA Partners and will work directly with OMNIA to find the best transition plan for this master agreement. Vari will market the Master Agreement in similar manner as we have our other cooperative contracts. Written notification and transition workflow process will be implemented for public agencies to align with the OMNIA Master Agreement, which will also determine eligibility. Vari will assist in transitioning any existing agreement(s) to the OMNIA Master Agreement.

As Omnia knows, Vari honors our partnerships and contracts due to mutual non-disclosure/confidentiality agreements we cannot provide a list of other cooperative contracts.



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

Read. Understand. Comply.

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. All sales materials are to use the OMNIA Partners 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

Read. Understand. Confirm.



# References



Company Name: **University Health Systems**

Company Address: 355-2 Spencer Lane

San Antonio, TX 78201

Point of Contact: Sherri Mulkey

Phone Number: 210-358-4300

Length of Relationship: 4 Years

E-mail Address: [sherri.mulkey@uhs-sa.com](mailto:sherri.mulkey@uhs-sa.com)

*Successful delivery and installation of 30+ projects. This is an ongoing relationship that has grown over time. Percentage of in-stock product, speed of shipments and smooth installations are key success indicators.*

Company Name: **Johns Hopkins University Applied Physics Labs**

Company Address: 11100 Johns Hopkins Road,

Laurel, MD 20723

Point of Contact: Jane Ramsburg

Phone Number: 443-691-3099

Length of Relationship: 3 Years

E-mail Address: [jane.ramsburg@jhuapl.edu](mailto:jane.ramsburg@jhuapl.edu)

2nd Point of Contact: Daniel Nowicki

Phone Number: 443-778-6132

Email: [daniel.nowicki@jhuapl.edu](mailto:daniel.nowicki@jhuapl.edu)

*Furniture delivery request with target installation date set at 2/22/22  
Successfully installed on 2/15/22 due to accessible stock. Ongoing  
administrative building projects taking place currently. 98% of furniture in-stock  
and ready for 15 day installation.*

Company Name: **Rice University**

Company Address: 6100 Main Street, Houston, TX

Point of Contact: Lisa Emmite-Baker

Phone Number: (713) 348-5362

Length of Relationship: 4 Years

E-mail Address: [lje1@rice.edu](mailto:lje1@rice.edu)

*Furniture delivery request with target installation date set at 2/22/22  
successfully installed on 2/15/22 due to accessible stock. Ongoing  
administrative building projects taking place currently. 98% of furniture in-stock  
and ready for 15-day installation.*



Company Name: **The Kinkaid School**

Company Address: 201 Kinkaid School Drive, Houston, TX

Point of Contact: Carter Metclaf

Phone Number: (713)-243-5074

Length of Relationship: 4 Years

E-mail Address: carter.metclaf@kinkaid.org

*Conference table and wall project that was approved on 2/23/21 and installed by 3/19/21. Ongoing office remodels are currently being worked. 98% of furniture is in-stock for ongoing projects*

Annual Spend Confidential



# VALUE ADDS

vari®

PRODUCT

SKU

ITEM

PRICE

## PANELS AND DIVIDERS

400761	Acrylic Privacy Panel 24	
43745	Acrylic Privacy Panel 24	
400762	Acrylic Privacy Panel 30	
401107	Acrylic Shield 30	
401108	Acrylic Shield 30 (4 Pack)	
45249	Acrylic Privacy Panel 48	
43734	Acrylic Privacy Panel 60	
45695	Acrylic Accessory Panel 60	
400156	Felt Privacy + Modesty Panel 60 (S/4)	
42669	Acrylic Modesty Panel 48	
42002	Acrylic Modesty Panel 60	
401536	Acrylic Modesty Panel 72	
400724	Felt Privacy + Modesty Panel 30	
400766	Felt Privacy + Modesty Panel 30 (4 Pack)	
400755	Felt Privacy + Modesty Panel 48	
400759	Felt Privacy + Modesty Panel 48 (4 Pack)	
400756	Felt Privacy + Modesty Panel 60	
400760	Felt Privacy + Modesty Panel 60 (4 Pack)	
401369	Flip Top Training Table Modesty Panel 5'	
401370	Flip Top Training Table Modesty Panel 6'	

## MARKER BOARDS

400351	Glass Board 72x48	
41428	Mobile White Board 48x66	
42461	Mobile Glass Board 40x72	

## PRIVACY BOOTH

401556	Privacy Booth 3.1	
400089	Privacy Booth	

## MODULAR COLLECTION

400614	Armless Seat (Deep Grey)	
400580	Armless Seat (Grey)	
400613	Armless Seat (Navy)	
401394	Armless Seat (Silver Grey)	
401044	Armless Seat (Aqua Green)	
400616	Corner Seat (Deep Grey)	
400582	Corner Seat (Gray)	
400615	Corner Seat (Navy)	
401393	Corner Seat (Silver Grey)	
401043	Corner Seat (Aqua Green)	
400618	Sectional Ottoman (Deep Gray)	
400583	Sectional Ottoman (Gray)	
400617	Sectional Ottoman (Navy)	
401395	Sectional Ottoman (Silver Grey)	
401045	Sectional Ottoman (Aqua Green)	
400581	Sectional Table	
400604	Laptop Side Table	

## EXECUTIVE COLLECTION

400720	Three-Seat Sofa (Deep Grey)	
401389	Three-Seat Sofa (Moss Green)	
401390	Three-Seat Sofa (Silver Grey)	
401392	Three-Seat Sofa (Shadow Grey)	
400725	Three-Seat Sofa (Navy)	
400643	Lounge Chair (Deep Grey)	
400611	Lounge Chair (Navy)	
400619	Coffee Table	

## LOUNGE COLLECTION

400585	Large Ottoman (Navy)	
400586	Large Ottoman (Light Gray)	
401026	Large Ottoman (Sand Grey)	
401028	Large Ottoman (Shadow Grey)	
400587	Small Ottoman (Navy)	
400588	Small Ottoman (Light Gray)	
400589	Small Ottoman (Green)	
400590	Small Ottoman (Light Blue)	
401030	Small Ottoman (Sand Grey)	
401031	Small Ottoman (Shadow Grey)	

## CASUAL MEETING COLLECTION

400713	Arm Chair (Deep Grey)	
400592	Arm Chair (Navy)	
400669	Round Coffee Table	
400602	Round Side Table	

## CONVERSATION COLLECTION

401396	Arm Chair (Sand Grey)	
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# VALUE ADDS

vari®

PRODUCT	SKU	ITEM	PRICE
	401015	Arm Chair (Shadow Grey)	
	401017	Pedestal Side Table	
QUIET SEATING COLLECTION	400593	High Back Sofa (Light Gray/Navy Accent)	
	400603	Lounge Table	
PRIVATE SEATING COLLECTION	401048	High Back Chair (Deep Grey/Light Blue)	
	401049	High Back Chair (Navy/Light Grey)	
HUDDLE COLLECTION	401040	High Back Lounge Chair (Burnt Orange)	
	401381	High Back Lounge Chair (Shadow Grey)	
	401021	Large Nesting Table	
	401409	Small Nesting Table	
CONTEMPORARY COLLECTION	401042	Contemporary Three-Seat Sofa (Sandstone)	
	401388	Contemporary Three-Seat Sofa (Silver Grey)	
	401016	Contemporary Coffee Table	



# VALUE ADDS



PRODUCT	SKU	ITEM	PRICE
WALLS	Call	QuickFlex Walls™ Panel (Clear)	
	Call	QuickFlex Walls™ Panel (Clear/Frosted)	
	Call	QuickFlex Walls™ Panel (Frosted)	
	Call	QuickFlex Walls™ Panel (Whiteboard/Frosted)	
	Call	QuickFlex Walls™ Panel (Felt)	
	Call	QuickFlex Walls™ Door (Glass)	
	Call	QuickFlex Walls™ Door (Frosted)	
	Call	QuickFlex Walls™ Doorless (Clear)	
	Call	QuickFlex Walls™ Doorless (Clear/Frosted)	
	Call	QuickFlex Walls™ Doorless (Frosted)	
	Call	QuickFlex Walls™ Doorless (Whiteboard/Frosted)	
	Call	QuickFlex Walls™ Doorless (Felt)	





**Thank You**