REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240113

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

OFS BRANDS INC

Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

I. Vendor Contract and Signature Form

II. Supplier's Response to the RFP

III. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of December 17, 2024 by and between OFS Brands Inc ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _FURNITURE, INSTALLATION, AND RELATED SERVICES__("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 24-01 for FURNITURE, INSTALLATION, AND RELATED SERVICES ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

1) Term of agreement. The initial 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 in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

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 for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

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.

    Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

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.

Docusign Envelope ID: 3058C82B-F5B5-4A64-A7E6-06D9120ED8F2

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: OFS Brands Inc

Address: 1204 East Sixth Street

City/State/Zip: Huntingburg, IN 47542

Telephone No.: 812-630-4774

Email Address: RMenke@ofs.com

Printed Name: Ryan Menke

Title: Chief Revenue Officer

Authorized signature:

DS

Initial

Accepted by Region 4 ESC:

Corrected to 12/31/2027

Contract No. R240113

Initial Contract Term 12/17/2024 to ~~10/31/2027~~

Region 4 ESC Authorized Board Member — 12/17/2024 Date

Linda Tinnerman
Print Name

Region 4 ESC Authorized Board Member — 12/17/2024 Date

Victor E. White
Print Name

24-01 Addendum 6
OFS Brands Inc
Supplier Response

Event Information

Number: 24-01 Addendum 6
Title: Furniture, Installation, and Related Services
Type: Request for Proposal
Issue Date: 4/11/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE #2

Meeting to be held on
Wednesday, May 1, 2024 at 10:00 am CST
via ZOOM. Click here to join.

Meeting to be held on
Wednesday, April 24, 2024 at 10:00 am
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

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: OFS Brands Inc

Address: 1204 East Sixth Street

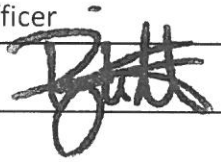
City/State/Zip: Huntingburg, IN 47542

Telephone No.: 812-630-4774

Email Address: RMenke@ofs.com

Printed Name: Ryan Menke

Title: Chief Revenue Officer

Authorized signature: 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

OFS Brands Inc Information

Contact: Andrea Whitworth
Address: 1204 East Sixth Street
Huntingburg, IN 47542
Phone: (336) 870-4050
Email: awhitworth@ofs.com
Web Address: OFS Brands Inc

By submitting your response, you certify that you are authorized to represent and bind your company.

Andrea Whitworth
Signature

awhitworth@ofs.com
Email

Submitted at 6/13/2024 10:31:37 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

OFS Brands Inc Signed-Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Appendix B - Terms & Conditions Acceptance Form-OFS Exceptions.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Doc 1 OFS Brands Inc Signed-Appx C Ack and Acc-Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

OMNIA Partners - Exhibit F Federal Funds Certifications

OFS Brands Inc Signed-OMNIA Partners - Exhibit F Federal Funds Certifications Form.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

Value Add

OFS Brands Inc - Value Add.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Antitrust Certification Statements

Doc 2 OFS Brands Inc Signed-Appendix C Antitrust Cert. Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Doc 3 OFS Brands Inc-Appx C Certificate of Interested Parties (Form 1295).pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Submit FEIN and Dunn & Bradstreet report.

OFS Brands Inc - Experian Report.pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing

OFS Pricing Summary OMNIA_RFP 24-01.pdf

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.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

No response

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Texas Government Code 2270 Verification Form

Doc 4 OFS Brands Inc Signed-Appendix C Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

OMNIA Partners - Exhibit F Federal Funds Certifications

OFS Brands Inc Signed-OMNIA Partners - Exhibit F Federal Funds Certifications Form.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

OFS Brands Inc Signed-OMNIA Partners - Exhibit G New Jersey Business Compliance.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Response Attachments

education_lookbook.pdf

OFS Brands Inc Education Lookbook

CAR_SpacesforCare_Vol4_05_WEB.pdf

OFS Brands Inc Spaces for Care Lookbook

OFS_YouPlus_SoftArchitecture.pdf

OFS Brands Inc Soft Architecture

OFS_Seating Overview_Poster_3_2024.pdf

Overview of OFS Seating

CAR_Seating_Overview_Poster_06_2024bb.pdf

Overview of Carolina Seating

Appendix D, Exhibit A OFS Response.pdf

OFS Brands Inc complete response to Appendix D, Exhibit A

OFS-2022-Sustainability-Report.pdf

OFS Brands Inc Sustainability Report

OFS Brands - Master Rep Listing.pdf

Master listing of OFS Brands Inc sales representatives

OFS Brands - Authorized Dealer List.pdf

OFS Brands Inc Authorized Dealer list

OFS Brands Inc Response-Section IV.2.a Products & Services Scope.pdf

OFS Brands Inc Products and Services

OFS_Warranty_0.pdf

OFS Brands Inc Warranty

Bid Attributes

1	**Oral Communication** Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☑ I have read and agree.
2	**Scope of Work** Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
3	**Terms and Conditions** Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
4	**Products/Pricing - Upload on Response Attachments Tab** Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable) • Manufacturer Part # • Offeror's Part # (if different from manufacturer part #) • Description • Manufacturers Suggested List Price and Net Price • Net price to Region 4 ESC (including freight)

5 **Is pricing available for all products and services?**

☑ Yes

☐ No

6 **List the category or categories you are offering.**

Furniture, Installation and Related Services including systems furniture, freestanding furniture, seating/chairs, soft seating, filing systems storage and equipment. Furniture for technology and esports, library, health and science furniture, AV, Educational office furniture, career/technical education furniture, and wall solutions. We also offer privacy pods, phone, sound isolation rooms and furniture booths. Furniture for safety and security, interiors solutions, related and ancillary products, accessories and solutions, and services and support solutions.

7 **Furniture Offerings**

New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these items.

New furniture and accessories per the attached Pricing Summary. Financing and Leasing are available with rates available upon request. Services including design, installation, storage, and reconfiguration per attached Pricing Summary

8 **Minimum Quantities**

Describe any minimums quantities.

No minimum quantities

9 **Custom or special orders**

What is the ability to provide custom or special order furniture products? Include catalogs and any fees related to custom or special orders.

From its inception, OFS Brands has focused on the needs of the specifying designer. From something as simple as changing the arm detail of a sofa or adding technology to creating an authentic signature piece, our reputation for creating a completely custom look continues to provide customers with a broad spectrum of product solutions. While custom reception desks and uniquely sized desks, workstations, and modular casework are weekly occurrences, other more unique examples include the custom locker room solution for Louisiana State University (link:https://ofs.com/node/34681?search=custom). Another example is the custom furniture holes for Orange Theory to accommodate growing trees (link:https://ofs.com/node/27367?search=custom). Our highly competitive supply chain turns great ideas into great products and allows us to produce them efficiently with minimal additional cost.

10 **Describe ordering methods, tracking, and reporting.**

At OFS, we like to keep things simple. Orders by default are addressed to the proposer, which in 99% of the cases are our dealers. That ensures that the specifications are correct and have captured the latest conversations. It also helps the dealer installation team to have the paperwork in the format that facilitates a fast and thorough installation and project management process. If the member prefers to address their orders to us, they can. As an OMNIA member, OFS would not, in most cases, require a credit application or deposit. We would still engage the dealer and would provide them with a copy of the acknowledgement to review and to help with logistics and installations. Region 4 orders are given a unique identifier in our system, through that we are able to track and report orders easily. The Contract Administrator tracks and reports those sales on time and submits any required administrative fees.

11 Shipping Costs

Describe any shipping charges.

1. Describe delivery charges along with definitions for:
   a. Dock Delivery
   b. Inside Delivery
   c. Deliver and Install

All products are shipped FOB Destination Prepaid and Allowed to a receiving dock of the client's choosing. There is no additional freight based on inside delivery or installation. Service descriptions are: Dock Delivery aka Drop Ship: All deliveries shall be delivered to a single receivers warehouse. No additional services are included. The receiver is responsible for unloading, unboxing, and installation. Inside Delivery: This is a service provided by a dealer to unload the products and place them within the building. The dealer may also unbox the items, remove the packaging, and place the item per the purchaser's plan. Delivery and Installation is a service provided by the dealer and includes delivery, unboxing, assembly/installation, removal of debris, and placing the product per the purchaser's plan.

12 Warranty Pricing

Provide pricing for warranties on all products and services.

OFS includes our standard warranty at no additional charge. Warranty document is included.

13 Describe any return or restocking fees.

OFS or Carolina will not accept returned merchandise without a signed Return Authorization (RA) issued by our Customer Service Department. All returned merchandise must be properly packaged and cartoned to prevent further damage. Carton must be clearly marked with identifying RA number so that proper credit can be issued. We will consider issuing RAs for the following reasons: • Manufacturing defect (must be inspected by an OFS or Carolina Sales Representative) • OFS or Carolina order processing error • Shipping error • Duplicate shipments • Mismarked cartons All merchandise must be returned within thirty (30) days of the date of the RA to receive credit. Freight damage, signs of usage, missing parts, etc. will be adjusted on the amount of credit to be issued.

14 Discounts or Rebates

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

A 2nd tier is shown in the attached pricing summary and is designed to offer additional volume discounts per order. We may, at times, create Master Service Agreements or Local Agreements for members who may expand their negotiation power based on project scope, large quantity orders, growth, annual spend, guaranteed quantity, etc. We work with the member to determine whether to deploy a day-one discount for committed volume or a rebate model when spend is anticipated but not guaranteed. Agreements may be made directly with OFS Brands Inc. and may include dealer partners.

15 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

We ask that members include the contract number on all purchase orders to confirm they have selected a Region 4 contract. When orders are entered, our Order Entry department will review each order to ensure that it complies with the pricing and documentation requirements before accepting the order. At any time, a member may email OFS at Omnia@ofs.com to request a review of their pricing to ensure it is correct.

16 Payment Methods

Describe payment terms and methods offered. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

OFS standard payment terms are net 30 from the date of the invoice. OFS accepts Visa, MasterCard, Discover, and American Express. P-card payments are subject to a processing fee that may vary by state. Credit card payments made through our commercial online site will not receive contract pricing. However, we believe that Omnia's OPUS site can bridge that gap.

17 **Frequency of Pricing Updates**

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. Updates may be no more frequently than quarterly.

Pricing will be based on a discount off the current list price at the time of order. We aim to provide members with the best price-to-design value in the industry and deliver it reliably and with the highest quality. We diligently monitor the global indexes and industry activity to remain competitive. List pricing is usually updated once yearly but no more than quarterly. On very rare occasions, we may request a fuel surcharge be applied. In some cases, the list price may be decreased instead of increased.

18 **Future Product Introductions**

Describe how future product introductions will be priced and align with Contract pricing proposed. What is the proposed frequency for new product introductions?

New product introductions will be automatically included at the existing discount if the product is part of an existing product line. If a new product line is launched, OFS will present the product and proposed discount structure to Region 4 ESC for consideration. In all cases during our previous term, new products and product lines were added at the same discounts as found in the contract.

19 **Are repurpose or end of life programs offered? If so, explain the process.**

OFS Brands does not accept products back at the end of their life; however, we partner with Green Standards Ltd., which specializes in office furniture donations, resale, and recycling. By combining donation, resale, and recycling strategies with turnkey project management, Green Standards maximizes asset recovery, streamlines community donations, and virtually eliminates waste. In most cases, our customers are serviced directly by our extensive dealer network. Services provided by our dealers may include local end of life or recycling programs.

20 **Are product loaner programs available? If so, explain the requirements.**

Yes, loaner programs are available. Across the nation, our representatives and dealers keep samples of our most popular products available. The process is as simple as a phone call. After discussing the client's goals and objectives, a representative will recommend products. A conversation occurs about whether a sample is available at a showroom to evaluate or whether it's possible to deliver a demonstration sample to the client. Based on the project's scope and time frame, a sample or mockup of the desired product in the desired finishes may be ordered. The item may be considered a loan, or in some cases, the member may purchase the sample to keep.

21 **Describe experience with Prevailing Wage and Bacon-Davis.**

Most of our contracts have provisions for Prevailing Wage and Bacon-Davis. It comes up most often in specific markets or with projects involving federal funding. We ask that the Participating Public Agency notify us or the dealer of the applicable pricing/prevailing wage rates. Our authorized dealers perform services in their markets and are skilled at understanding the proper application of those rules and the wages required. OFS and our dealers comply with all laws regarding prevailing wage rates, including the Bacon-Davis Act, as applicable to the solicitation, Participating Public Agencies, and services being provided.

22 **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 structure is not acceptable.

23 **Special Offers/Promotions**

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

24

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 use, 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.

☑ Agree

☐ Disagree

25

Appendix D, Exhibit A, OMNIA Partners Response for National Contract

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

26

Appendix D, Exhibit B, OMNIA Partners Administration Agreement

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

27

Appendix D, Exhibits F and G

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

28

Emergency Orders

Describe how Offeror responds to emergency orders.

We offer Quickship products that can ship in 2 days or 12 days. Additionally, should a client have a specific bill of materials, customer service and our representatives work with the supply chain department to determine if we can expedite a particular order to meet an emergency or fast turnaround.

29

What is Offeror's average Fill Rate?

98-99%

30

What is Offeror’s average on time delivery rate?

Describe Offeror's history of meeting the shipping and delivery timelines.

99% consistently year over year. Owning our own logistics company and fleet of trucks provides us with greater control than many suppliers.

31

Describe Offeror’s history of meeting the shipping and delivery timelines.

OFS offers a Quickship program that features a comprehensive scope of products delivered to the customer within 12 days. A dedicated page and a display of the products can be found at https://ofs.com/products/quickship Once orders are received we have a 99.98% damage-free rate and provide real-time tracking

32

Describe Offeror’s return and restocking policy.

OFS or Carolina will not accept returned merchandise without a signed Return Authorization (RA) issued by our Customer Service Department. All returned merchandise must be properly packaged and cartoned to prevent further damage. Carton must be clearly marked with identifying RA number so that proper credit can be issued. We will consider issuing RAs for the following reasons: • Manufacturing defect (must be inspected by an OFS or Carolina Sales Representative) • OFS or Carolina order processing error • Shipping error • Duplicate shipments • Mismarked cartons All merchandise must be returned within thirty (30) days of the date of the RA to receive credit. Freight damage, signs of usage, missing parts, etc. will be adjusted on the amount of credit to be issued.

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

The majority of service work is performed by our 1200+ dealers. There is a designed overlap between sales and service. OFS sales usually provides training and education to the architecture and design community. Both OFS and servicing dealers can provide typicals and renderings of products. Sales and servicers are able to program solutions for and quote directly to members or as a team, while our dealer network handles the space planning, delivery and installation of the product. They work together to resolve any issues. The OFS Customer Service team processes any service claims submitted by our dealers on behalf of our clients. As mentioned in our warranty, there are times when OFS employees resolve warranty issues in the field. Our dealers in many cases are the sole point of contact for our customers and are therefore responsible for both the up-front sales direction and the after-sale service.

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

Locations for customer service are in Huntingburg IN and High Point NC. The hours of operation are 8:00 am to 5:00 pm EST, Monday - Friday. The local OFS dealer and OFS/Carolina Customer Service are the first point of contact for contracted clients' issues and concerns. At this level, we will determine whether the issue is one of sales or contract communication or if it is a factory/customer service topic. If needed, the local OFS representative is engaged to help expedite any replacements or to remove any obstacles to an efficient recovery. OFS has a comprehensive sales administration organization. This is overseen by an SVP of Sales Administration whose responsibility includes the following: Order entry, Order conditioning and scheduling, Customer Service, Shipping and Logistics, Post-installation services, Issue resolution, and Warranty fulfillment

35 **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.**

OFS or it's authorized dealer invoices the customer upon product shipment. Services are invoiced upon completion. Payment terms are Net 30 days. We also accept Visa, MasterCard, Discover, and American Express. All methods of payments are subject to a 2% processing fee or the State's Lawful Amount for the total invoice when paying online, fax, or over the phone. Discounts are not allowed if paid by credit card.

36 **Transition Plan**

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

We are eager to market the agreement to our existing customers, most of whom are familiar with our current OMNIA Partners contract and are awaiting a new OFS/OMNIA Partners contract. OFS will transition any existing customers to OMNIA Partners as long as they are eligible.

37 **Describe the financial condition of Offeror.**

OFS is a 4th generation family-owned company who has been in business for over 85 years. As a large employer in multiple states we have a strong impact on the local economy and a commitment to workforce development. In 2022 OFS operated under approximately 1,948,132 sq. ft. of manufacturing space within 17 different manufacturing, warehousing, and transportation facilities. Out of those 17 facilities, 13 are manufacturing facilities. OFS Brands annually completes a full scope audit and has received an unqualified audit opinion each year including 2023. Our audits are conducted by one of the largest national audit firms. OFS Brands sales for 2023 exceeded $500 million dollars. We appreciate your understanding that we are a privately-held corporation and that we have a desire to maintain confidentiality with regard to our financial statements. A letter of financial strength is available upon request.

38 **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.**

https://ofs.com/ is the link to our commercial website. After licking on "resources" and "contracts" it's easy to view our current OMNIA Partners page https://ofs.com/resources/contracts/omnia-partners-public-sector which includes all pertinent and required information about our agreement. The most popular section is the Rep Locator so that a customer can easily reach the representative for their area. https://ofs.com/resources/locator. Information about warranty and returns can be found in https://ofs.com/resources/documents/miscellaneous

39 Describe the Offeror's safety record.

OFS is committed to providing the best possible work environment for all employees. Safety is a vital part of our business and everyday lifestyle, and our MISSION is to promote Safety in everything that we do as we strive for continuous improvement and total elimination of workplace injuries. OFS complies with all Occupational Health, Safety, and Environmental Regulations. Our goal is to develop and utilize the most practical technologies, operations, procedures, controls, and policies to provide a safe environment for our employees and our community.Employee participation is the key to achieving a World Class environment in Environmental, Health, and Safety Programs. To accomplish this, OFS will provide the support, training, and tools needed to achieve our goals. For the past 3 years our OSHA Injury and Illness Log, Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC) Rates have been below the Bureau of Labor Statistics (BLS) national average for our industry.

40 Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

Sustainability is ingrained in OFS Brands' DNA, and our initiatives exemplify this commitment: Conservation Legacy: Inspired by our founders' legacy, we've reclaimed and reforested over 7,000 acres of FSC-certified forests, reflecting our dedication to environmental stewardship. We've partnered with Ecomedes to simplify sustainable decision-making for customers, offering a platform for product analysis and reporting.Common Ground Sustainability Report: Our 2022 sustainability report outlines our commitment to sustainability and the communities we serve. We have attached a copy with this response. OFS Brands' dedication to sustainable excellence is validated by multiple third-party certifications including SCS Global Services, BIFMA Level Certifications: Level 1 and Level 2, conforming to ANSI/BIFMA e3-2014e furniture sustainability standards. We also partner with the GREENGUARD Environmental Institute

41 Describe any social diversity initiatives.

OFS provides Diversity, Equity, and Inclusion education and awareness to all employees through the guidance from our DEI committee. The DEI committee was established in 2020 and sets the direction for all DEI initiatives throughout the company. OFS is a founding sponsor of Design Your World. This is a program geared toward high school students and seeks to widen that lens and explore the possibilities that could exist in the future of the commercial design industry, and the world. As part of a long-term commitment to expose a diverse community of students and emerging professionals to design through learning and engagement, OFS Sponsors IIDA in partnership with the non-profit After School Matters® (ASM) launched a 6-week, after school program for high school students known as “Design Your World.”

42 Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.

At OFS, strategy starts with the leadership team. Before new strategies are launched, they are discussed and vetted with the leadership team to ensure that the approach will work nationally and with our diverse markets and dealers. With regards to contract launches, we have learned over the years how best to work with our teams and the type of questions to anticipate. After a thoughtful program has been designed, we ensure that the team leaders are comfortable and supportive of the program and are prepared to support it’s launch which occurs through a variety of training platforms. As evidenced by our two previous OMNIA Partners Region 4 agreements, we gather feedback and make adjustments to the program to ensure continued support. We continue to gain input from our order management and customer service teams to adjust procedures as needed to support the best client experience possible.

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

OFS Brands Inc. (known simply as OFS) consists of the brands OFS, Carolina, and ROOM. We are a family-owned, community-driven company providing socially responsible furniture and logistics solutions in the office, healthcare, education, government, and home office markets. Established in 1937 in Huntingburg, Indiana, OFS has become a leader while staying true to its local roots and core values of sustainability and craftsmanship. OFS Brands is headquartered at 1204 East Sixth Street, Huntingburg IN 47542. Desks, Tables, and Seating have been core product lines from the beginning. Over the years, we expanded our product lines to include healthcare, soft seating, dining, education, and all facets of furniture for work including open plan and related filing, storage and equipment storage, tables, and accessories.

44 **Describe Offeror's reputation in the marketplace.**

OFS is considered a rapidly growing furniture manufacturer providing great design at an affordable price. Many of the largest furniture companies grew during the cubicle boom of the 1980's and 90's and are still known by many as "workstation" mfg today. OFS began as a primarily wood casegood company and through innovation and acquisition of the Carolina, Highmark and ROOM companies became a leader in workplace, government, healthcare and education markets. Our peers and customers know us as a humble, customer focused organization. It is known that our owner Hank Menke moves mountains to ensure that we are able to be the best that we can be. But Hank has also invested financially including investing in purchasing companies that complement and enhance our existing brands and contribute to our humble and welcoming culture. Hank understood that we couldn't and shouldn't rely on commercial freight carriers and therefore Styline Logistics was born

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

OFS is known for offering an excellent design/value solution for a large range of clients. Our dealer model is also highly unusual and respected throughout our industry. Our vertical market coverage and scope of solutions is unsurpassed. From its inception, OFS has focused on the needs of the customer and specifying designer. From something as simple as changing the arm detail of a sofa or adding technology, to creating a true signature piece, our reputation for creating a completely custom look continues to provide customers with a broad spectrum of product solutions. In many cases, those solutions go on to become standard products. We would love to talk about our vertical markets and national distribution but perhaps awards are just as impressive: Neocon Awards: Each year the design industry has recognized OFS and Carolina with top honors during NeoCon https://ofs.com/announcement/ofs-and-carolina-take-home-8-awards-neocon-2023

46 **Describe the experience and qualifications of key employees.**

Our Chief Revenue Officer has been our executive sponsor since our initial contract in 2015 and has been a believer in the cooperative model and supports the endeavor completely. Our National Sales Manager has an extensive background in sales and sales leadership for 30+ years and has sold and supported our contract the entire time. VP-Specialty Markets, a 30+ year furniture veteran is responsible for all specialty markets including public agencies, govt and healthcare contracts (approx. 40) supporting and developing those nationwide. The Contract Administrator has been with OFS for 15 years and was instrumental in this and our previous response. She is responsible for maintaining contracts and helps ensure that agencies are receiving the correct discounts, that reporting is timely, and that customer needs are being met. Together we guide sales & marketing & work closely with the OMNIA Partners team to ensure we are in lock step in growth of the program. Add'l info is available.

47 **Authorized Distributors/Dealers Listing**

Provide a current Authorized Distributors/Dealers Listing. Provide the names and addresses of each authorized distributor/dealer by geographical area. Do not include certification documents with response. Participating agencies may obtain certification documents upon request.

1. Propose the frequency of authorized distributor/dealer updates.
2. How are participating public agencies able to confirm who are the Authorized Distributors/Dealers for the contract offering?

See the attached PDF titled OFS Brands - Authorized Dealer List. Our list is updated several times a year as dealers are added or removed or as mergers occur. After approval, it is added to our public website. Agencies can confirm authorized dealers by contacting Omnia@ofs.com or by visiting https://ofs.com/resources/contracts/omnia-partners-public-sector

48 **Describe Offeror’s experience working with the government sector.**

OFS has a best in class government team including highly experienced personnel dedicated to both federal government and the state,local, and education markets. OFS has held a Region 4 contract since 2015 with significant growth each year. Several states and agencies have adopted the OFS Region 4 contract as their own. OFS Brands has been a long time contractor to several states and currently holds state contracts in AR, CT, FL, GA, LA, KS, MS, NJ, NM, NY, NC, PA, SC, and WI. OFS holds regional contracts with IPHEC, LSU, MHEC, University of KY, and Fairfax County, County of Los Angeles, and is a top supplier to the State of GA members. A case study can be found at https://ofs.com/explore/case-studies/georgia-state-properties-commission OFS is a very active participant in the Federal market and has held a GSA Schedule Contract since 1998 Recently OFS has been a significant supplier to the Veterans Association and the International Monetary Fund.

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

OFS is not involved in any current or past litigation, bankruptcy, or reorganization.

50 **References**

Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

State of Georgia: Contact: Dr. Carl Hall, Title: Supplies category manager, Phone: 404-657-4254, Email: Carl.Hall@doas.ga.gov, Atlanta, GA, Years Serviced: approx. 10 Description of services: Furniture and related, Annual Volume: $5,500,000 State of Florida: Contact: Thomas Bower, FCCM Contract Manager, Phone: 850-488-6904, Email: Thomas.Bower@dms.myflorida.com, Tallahassee, FL, Years Serviced: approx. 10, Description of services: Furniture and related, Annual Volume: $1,200,000. State of North Carolina: Contact:Bahaa Jizi State Procurement Manager, Phone: 984-236-0218, Email: Bahaa.Jizi@doa.nc.gov, Raleigh, NC. Years Serviced: approx. 20, Description of services: Furniture and related. Annual Volume: $1,200,000

51 **Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

OFS Brands delivers a distinct design/value proposition that resonates with members. Privately family owned means that we put clients needs before shareholders. Our "open" distribution model ensures a vast network of dealers, offering clients the flexibility to work with local dealers aligned with their preferences and diversity goals. Logistics Excellence: Our end-to-end ownership of logistics guarantees flawless delivery using our extensive fleet of trucks with real-time tracking, members receive timely and intact deliveries. Modular Casegoods Expertise: Our Mile Marker modular casework and cabinetry solutions provide versatile options for applications such as health/breakrooms/dormitory kitchen. Custom furniture: OFS provides custom solutions from simple modification to custom designs at contract pricing. OFS Brands delivers a unique blend of innovation, sustainability, customization, and logistics excellence, tailored to Region 4/OMNIA members

52 **Value Add**

Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.

53 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

54 **Past Performance**

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

55 **Additional Investigations**

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

56 **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.

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

OFS Brands Inc. (known simply as OFS) consists of the brands OFS, Carolina, and now ROOM. OFS Brands are trusted partners for state and local governments, schools, and nonprofits seeking durable, functional, and aesthetically pleasing furniture solutions. With our long history of excellence, commitment to innovation, and focus on customer satisfaction, OFS Brands continues to be the go-to choice for government procurement needs. To illustrate our experience in providing similar products and services, we lean to our two prior contracts with Region 4 ESC and our strong partnership with OMNIA Partners. Case studies may best illustrate our client base, including government, education, and nonprofit organizations: https://ofs.com/explore/case-studies. We believe we are uniquely qualified to provide the products and services requested in this RFP. We offer many solutions to fulfill an entire facility or campus in a cohesive, one-stop solution. As a designer and manufacturer of furniture, we provide solutions in many categories, such as office, learning, public spaces, healthcare, government, outdoor, and more. We are a top supplier to the federal government and one of the most recognized healthcare brands in the country. Categories include systems furniture, open plan, benching, soft architecture (space dividing), freestanding furniture including casegoods, space-defining, folding and mobile tables, mobile desks, height adjustable, reception, storage, and more. Seating includes solutions for office, outdoor, training, classroom, tandem seating, high task, stacking, and nesting. Lounge seating can include common areas, libraries, waiting areas, open spaces, and modular seating. Storage systems including filing, office, bookcases, kitchen, mailroom, healthcare, and pegboard. Wellness space products that support mothers' rooms, break/cafe areas, medication rooms, & respite areas. Accessories include planters, power/data accessories, easels, game tables, etc. To take a deeper dive, please see our document titled OFS Product Scope, which illustrates the breadth of our product solutions. Background: We are a family-owned, community-driven company providing socially responsible furniture and logistics solutions in the office, healthcare, education, government, and home office markets. Established in 1937 in Huntingburg, Indiana, OFS has become a leader while staying true to its local roots and core values of sustainability and craftsmanship. We created this company to work together to build a better life. Creating jobs, building community, making quality products that become part of people’s lives—these things are why we're here. While an honest company built on an honest purpose might not be the flashiest way to success, we now employ thousands, and hundreds of thousands use our products. Our work matters to the lives of more people than we will ever meet—and that’s a legacy worth building. Related Services are offered by both OFS/Carolina and our dealers. We provide technology-based specification and budgeting tools designed to allow clients to quickly and easily create furniture budgets. Other services may include standards program development, e-commerce, dedicated web pages, Master Service Agreements, design and layout services, including fabric and color design services, delivery, installation, project management, reconfiguration, assessment tools, storage, asset lifecycle planning, and leasing. Our values are simple, and our actions are transparent. We are a company committed to one thing above all else: the people we serve every day. We don’t pretend to have all the answers, nor do we want to prescribe what the next workplace should look like.

58 **Total number and location of salespersons employed by Supplier.**

We have representatives in all 50 states, plus Canada and other countries. Our sales representatives include 71 direct employees and 89 independent representatives. All of our independent representatives have been with us for decades and represent us as competently and thoroughly as any of our direct representatives. These folks are empowered to work directly with local dealers and customers to not only offer solutions and expertise but to solve any issues or problems that arise in the course of doing business. Each of our representatives is versed and comfortable with OMNIA member types including state and local governments, healthcare members, educational institutions, and non-profits. Some are specialists to some degree spending more time in the areas of education or healthcare. See complementary attachments titled Representative List and List of Authorized Dealers which may help to illustrate our showroom and personnel locations as well as our breadth of dealer distribution.

59	**Number and location of support centers (if applicable) and location of corporate office.** OFS Brands Inc.’s headquarters is located at 1204 East Sixth Street, in Huntingburg, Indiana, with support centers located in Archdale, NC, High Point NC, and Lietchfield KY
60	**Annual sales for the three previous fiscal years.** $1350000000
61	**Annual sales for the three previous fiscal years.** $1350000000
62	**Annual sales for the three previous fiscal years.** $1350000000.
63	**Describe any green or environmental initiatives or policies.** Sustainability is ingrained in OFS Brands' DNA, and our initiatives exemplify this commitment: Conservation Legacy: Inspired by our founders' legacy, we've reclaimed and reforested over 7,000 acres of FSC-certified forests, reflecting our dedication to environmental stewardship. Cool Springs Property: Our 600-acre Cool Springs property serves as an educational preserve, reforestation effort, design retreat, and corporate meeting center. This unique space fosters connection, discovery, focus, and restoration while showcasing sustainable practices. Ecomedes Partnership: We've partnered with Ecomedes to simplify sustainable decision-making for customers, offering a platform for product analysis and reporting. Common Ground Sustainability Report: Our 2022 sustainability report outlines our commitment to sustainability and the communities we serve. We have attached a copy with this response. LEED-Certified Facilities: Operating LEED-certified showrooms and educational facilities, we practice what we preach, integrating sustainable practices into our operations.OFS Brands' dedication to sustainable excellence is validated by multiple third-party certifications: SCS Global Services: Indoor Advantage and Indoor Advantage Gold Certifications for all OFS Brands furniture products. SCS Global Services’ highest level of indoor air quality performance for furniture. The certification assures that furniture products support a healthy indoor environment by meeting strict chemical emission limits for volatile organic compounds (VOCs). To be certified, products must be tested by independent labs for compliance with the ANSI/BIFMA X7.1, and either ANSI/BIFMA e.3 or CDPH/EHLB Standard Method V1-1 for VOC emissions of concerns. A complete list of certified products and our product certificates can be found on SCS Global Services website: http://www.scsglobalservices.com/certified-green-products-guide BIFMA Level Certifications: Level 1 and Level 2, conforming to ANSI/BIFMA e3-2014e furniture sustainability standards. GREENGUARD Environmental Institute: GREENGUARD Indoor Air Quality Certification for wood veneer casegoods, laminate casegoods, guest, lounge, and swivel seating collections. GREENGUARD certification deems these products as environmentally-friendly for indoor air applications, making a significant contribution to quality indoor air by meeting strict chemical and particle emission guidelines. Office furniture products meeting these allowable emission levels also meet the requirements of LEED credit 4.5 and the BIFMA X7.1 conformance standard. ANSI/BIFMA Furniture Emission Standards: Compliance with IAQ performance standards. Product Design & Development: OFS collaborates with interior and industrial designers to develop innovative furniture that exceeds the functionality requirements of the user while minimizing the amount of materials required for production. This Design for the Environment approach greatly reduces the amount of material required to produce our furniture products, while also incorporating some of the core principles of green building design. Considering functionality, aesthetics and environmental performance into each product design we are able to satisfy customer demand while offering products that meet strict 3rd party environmental certifications. OFS has also initiated research into Chemicals of Concern avoidance within our furniture products. Following both Government and Non-Government Organizations’ determinations of hazardous substances, along with the BIFMA e3 Sustainability Standard’s Chemicals of Concern listing, we have initiated work with our supply chain partners to identify potential hazards within the composition of our products. OFS intends to identify these chemicals, report on any inclusion into our products, and work to replace potential hazards with safer alternatives. See attached OFS Sustainability Report

64 **Diversity Programs**

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.

While OFS Brands doesn't hold these certifications, many of our dealer partners do. OFS relies on our dealer diversity partners to provide services. While OFS manufactures the products, the dealers provide an array of services including installation, design, reconfiguration, asset inventory management, project management, reupholstery and storage.We have strived to identify them for you and our members by adding a designation in our attached Dealer List. It should be noted that the services offered through these dealers will be available to all members at the same price as offered by OFS. Our dealer diversity partners nationally are all categorized as small businesses by the SBA. OFS actively searches for the best partners in the marketplace and support those dealers who may be minority, women-owned, or located in HUB zones. We do not require that those dealers seek certification but do our best to identify those who may be eligible and encourage them to register with public agencies. Public agencies occasionally contract with minority businesses to serve as project managers or purchasing agents on their behalf. This most often occurs with General Contractors and Design-Build projects. We support those initiatives. With the agencies' authorization, we will allow those partners to access the cooperative contract on their behalf and extend the same pricing structure. One significant update from our last RFP response is our investment in the creation of a Diversity, Equity, and Inclusion Committee. Formed in 2020 under the guidance of OFS Executive Leadership, the DEI committee was created with the charge to evaluate the company, listen to its people, take action on ways the organization can embrace & improve diversity, and find ways to be more equitable & inclusive. The ultimate mission of this committee is to provide for the betterment of OFS employees, their families, and local communities by building upon the OFS family culture and providing a holistic, professional, and inclusive experience. But we didn’t stop there, OFS is the presenting sponsor of IIDA’s Design Your World, an education initiative to advance equity in design. The program was created to provide early exposure to the value of design and helps bridge the disparities BIPOC students face when determining their education and career path. Oh…and we wrote a book! This heartwarming book shares the mission of IIDA's pipeline program of the same name (Design Your World), which aims to educate and inspire kids to see design as an accessible tool for both life and career and to make a positive impact on the world. A portion of the proceeds from each book directly supports IIDA's Design Your World program. The book is co-authored by our own Maria VanDeman, who is known for advocating for diversity and inclusion in the design profession, and the talented illustrator, Kenize Leon Perry, one of Miami's favorite artists and designers. Check it out! https://imagineaplace.ofs.com/embed/product/design-your-world

65 **Minority Women Business Enterprise**

- ☐ Yes
- ☑ No

66 **If yes, list certifying agency:**

No response

67 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

- ☐ Yes
- ☑ No

68 **If yes, list certifying agency:**

No response

69 **Historically Underutilized Business (HUB)**

- ☐ Yes
- ☑ No

70 **If yes, list certifying agency:**

No response

71 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes

☑ No

72 **If yes, list certifying agency:**

No response

73 **Other recognized diversity certificate holder**

☐ Yes

☑ No

74 **If yes, list certifying agency:**

No response

75 **Contractor Relationships**

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.

OFS Brands relies on our dealer diversity partners to provide services. We plan to offer this partnership through OMNIA. While OFS Brands manufactures the products, the dealers serve as our subcontractor to provide an array of services including installation, design, reconfiguration, asset inventory management, reupholstery, and storage. Our dealer diversity partners nationally are all categorized as small businesses by the SBA. OFS Brands relies on our dealer diversity partners to provide services. We plan to offer this partnership through OMNIA. A sample of minority owned dealers are: Innovative Commercial Environments,-CA(SDB/SWBE. Saxton, IA- W/SBE. J Tyler, Houston TX-W. Navajo Office Products, Amarillo TX- HUB/M. Spaces Inc, Memphis TN -WBE/WOB/SBE. SKG, Austin TX- HUB/WBENC. Workplace Resource, TX - W. Business Interiors, Irving TX-WBE. Office Solutions BI, CA-SWBE/Minority.Austin Business Furniture, TX-HUB/W. GL Seaman, TX-HUB/W. Enriching Spaces, OH-WMBE. Williams Interior Designs, OH-WMBE. A sample of Texas Historically Underutilized Businesses (HUB) include: Workplace Resource LLC, Texas Wilson Office Furniture, Nelson Interiors LLC, Office Source LTD- Austin, Office Source LTD- San Antonio,Facility Interiors Inc.,. Shelton- Keller Group Inc.,8. Total Office Solutions, G.L. Seaman & Company, Navajo Office Products LLC,11. Ables-Land Inc., BKM Total Office of Texas LLC, Built for Dreams Inc. Austin Business Furniture,Kay Davis Associates LLC, Intelligent Interiors Inc.

76 **Describe how supplier differentiates itself from its competitors.**

Privately, family-owned: As a privately owned, family-owned business, we support the needs of our customers and not quarterly results, as we have since our founding. Our conversations with our customers are about partnership, not quarterly spend estimates. Our president, Hank Menke, and his four children are all actively engaged in the business, including sales & marketing, finance, product development, operations, and logistics, which results in a high level of commitment for our customers. Each of them has worked in furniture dealerships giving them invaluable experience. With a lean management structure, our customers will not get lost through layers of management. Open Distribution Model: Our "open" distribution model ensures a vast network of dealers, offering OMNIA Partners members the flexibility to work with local dealers aligned with their preferences and diversity goals. This allows us to: Extend coverage to rural areas, Add or remove dealers based on performance, Meet the preferences of our customers, Add dealers to support local small or minority business goals.Styline Logistics- Logistics Excellence: Our end-to-end ownership of logistics guarantees flawless delivery using our extensive fleet of trucks (and 400 trailers). With a 99.98% damage-free rate and real-time tracking, members receive timely and intact deliveries. Healthcare Focus: Through our Carolina brand, we extend offerings beyond conventional workplace and education settings, delving into senior living and patient care solutions, including dining, waiting areas, recliners, sleepers, overbed tables, behavioral health, and mother/child items. Modular Casegoods Expertise: Our Mile Marker modular casework and cabinetry solutions provide versatile applications for healthcare, breakrooms, and dormitory kitchen/breakrooms. With customization, simplicity of installation, and sustainability, Mile Marker redefines modular solutions. Unlike millwork, Mile Marker ships fully assembled, offering simple installation. Components can be easily moved and reconfigured, should needs change. Mile Marker components are engineered to disassemble and reattach. While conventional contractor millwork is guaranteed for 1 year, Mile Marker comes with a limited lifetime warranty. Another benefit is delivery in 6-8 weeks. A full support team is available from specification through installation. Mile Marker lockers are available and can be customized for athletics or general student use. A link to the product website may offer more information: https://carolina.ofs.com/products/casegoods/cabinetry/mile-marker?search=mile%20marker Product durability - Test Lab Operations: OFS operates its own in-house testing lab. This test lab is A2LA accredited (Test Certificate No. 3337.01). The accreditation assures our customers that our test equipment is accurate and we are following all required procedures. Having an in-house testing lab has many benefits including the ability to quickly test new product developments or different aspects of a given furniture unit. This ensures that a unit will meet specific requirements before the product design is completely finished. This ability alone can potentially save hundreds of hours of design and engineering time and facilitate new product introductions. By presenting these attributes, OFS Brands delivers a unique blend of innovation, sustainability, customization, and logistics excellence tailored to the needs of OMNIA Partners' participating entities.

77 **Litigation, Bankruptcy or reorganization**

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

OFS is not involved in any current or past litigation, bankruptcy, or reorganization.

78 **Felony Conviction Notice**

Indicate if the supplier:

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

☑ Yes

☐ No

79 **Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

OFS has no suspensions or debarments.

80

Distribution, Logistics

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.

To illustrate our broad product offering, we are attaching Product Lookbooks, seating Overviews, and a product/solution matrix. Description of Equipment, Products, and Services Offered: At OFS, our commitment lies in creating products that cater to the fundamental human needs of Connect, Discover, Focus, and Restore. Our product offerings encapsulate this philosophy, designed to elevate the spaces they occupy and meet the diverse requirements of our clients. We often discuss our product offerings by applications and the context they serve rather than the individual pieces. These contexts include shared spaces fostering collaboration, height-adjustable solutions, dynamic community areas such as multipurpose zones, dining spaces, and student unions, personal spaces found in residence halls, semi-private workstations, private offices, versatile meeting and conference spaces, open workstations, inviting spaces like lobbies and lounges, space division solutions, technology-integrated training areas, and enriching learning environments encompassing labs, studios, maker spaces, libraries, and media zones. Product Categories: Our product categories span a wide range to address various needs: Desks: We offer both modular and casegoods desks, catering to flexibility and functionality. Chairs and Seating: Our seating solutions encompass folding, stackable, flip, task, executive, meeting, dining, benches, and stools, ensuring comfort and adaptability. Tables: Our diverse table offerings include stationary, mobile, flipping, nesting, powered, and height-adjustable options suited for various purposes, including meetings and training sessions.Modular Walls: Our space division solutions provide the necessary privacy and delineation within open environments. Cabinets: Our modular millwork cabinets serve as versatile storage solutions for offices, meeting spaces, and collaborative areas. Phone booths and rooms: to provide privacy wherever it is needed and easily moveable as needs change. Residential Hall Furnishings: Tailored lounge areas, tables, seating, and specialized sport tables are designed to enhance residential spaces. Complimentary Offerings:In addition to our core product categories, we provide a range of complementary offerings to enhance workspaces: Office-Related Storage: Efficient and aesthetic storage solutions designed to accommodate diverse needs.Technology-Integrated Solutions: Seamlessly integrating technology to empower modern work environments.Accessories: thoughtfully curated accessories to personalize and optimize spaces. Lighting: Illumination solutions that balance functionality and aesthetics. Related Services: Authorized dealers provide an array of services to ensure seamless integration and maintenance of our products including: Rental: Flexible rental options to meet short-term needs.Design: Expert design consultation to tailor solutions to specific requirements. Installation and Assembly: Professional installation and assembly services for optimal setup. Project Management: Working hand in hand with your contractor, architect and designer to ensure that the project runs smoothly and on schedule.Safety Inspection: Regular safety assessments to ensure user well-being.Repair and Refurbishment: Timely repair and refurbishment services to extend product life.Renovation: Comprehensive renovation solutions to refresh spaces.Reupholstery/Refinish: Renewing upholstery and refinishing services for a fresh look.

81

Distribution

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.

We are a manufacturer with a primarily flexible distribution model of over 1200 independently owned and operated dealers across the world. This model will allow your members to work with local businesses in their community that they have grown to rely on and count on. In many cases, these dealers are representing other manufacturers as well so that they may serve as a single point of contact or resource for members who may benefit from a blended solution. Unlike some manufacturers, we don’t limit ourselves to only one or two dealers in a market. We understand that dealers, like agencies, are unique, and while one may be ideally suited for commercial accounts, they may not be suited for education, government, or public agency members. In fact, we have found, more often than not, that it can take up to 20 dealers to adequately service one state from our clients' perspective. OFS Brands Inc. currently holds a Region 4 ESC Contract through OMNIA Partners. OFS proposes to utilize its existing national network of OFS representatives and small business dealers to actively promote the OMNIA Partners Contract to the Continental United States, Alaska, Hawaii, and U.S. Territories and Outlying Areas. Owning our logistics network allows us to take responsibility for every step along the way. We operate a fleet of 400 trailers to ensure a flawless delivery process with no hassles on your end. We have less than .002% damage rate and our online tracking system guarantees an exact delivery time, so you have everything you need when you need it.

82 **Distribution**

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.

We ask that members include the contract number on all purchase orders to confirm they have selected a Region 4 contract. When orders are entered, our Order Entry department will review each order to ensure that it complies with the pricing and documentation requirements before accepting the order. Our dealers sign a dealer participation agreement indicating that they understand the commitments and pricing found in our master agreement. Upon award of the contract, the OFS representatives, leadership team, and dealers are required to attend OMNIA Partners contract training and participate in the OFS annual dealer performance review. A copy of the agency purchase order must accompany the dealer order. The customer has the option of issuing the order directly to OFS or placing an order with the local small business dealer.As a final step, customers and dealers can receive immediate answers and attention by emailing Omnia@ofs.com

83 **Logistics**

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

Dealers would be the only other companies involved. Members may address their orders directly to OFS. Our representatives, order mgmt and customer service departments would engage with members. Most orders are entered by dealers who have a direct relationship with members. Please see the attached list of OFS Authorized OMNIA Partners dealers, which is unique from the balance of OFS dealers. The difference is that the OFS Authorized dealers have received training prior to sales activities to ensure they are aware of the contractual commitments and obligations. Dealers are each able to process orders and to provide all additional services, including receiving products and providing delivery and installation services. In addition to our hundreds of dealer partners, Styline Logistics has consistently provided quality transportation and logistical services for all our company's furniture manufacturing divisions.

84 **Logistics**

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

We manufacture exclusively in the United States in Indiana, North Carolina, and Kentucky. In 2021, OFS operated under approximately 1,948,132 sq. ft. of manufacturing space within 17 different manufacturing, warehousing, and transportation facilities. Out of those 17 facilities, 13 are manufacturing facilities. Recently OFS completed a large state-of-the-art distribution facility (our largest capital project as of 2022) and in 2023 has invested in our largest capital project ever - a new robotics facility in Indiana. We have an online store available to service commercial clients who prefer to purchase day-to-day projects via credit card.

85

Marketing and Sales

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

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

OFS is in the 9th year of our first national cooperative contract which was awarded by Region 4 ESC and made available through TCPN - which was acquired by OMNIA Partners. OFS leadership has been and remains committed to a national contract and specifically OMNIA Partners contract, as a significant go-to-market strategy for public agencies. Our employees and sales force will be awaiting the announcement of our new award and its term within the first 10 days of signing the contract. Our digital marketing team strategically uses social media to make our partners and clients aware of breaking developments. Further, we post an announcement to our team through our internal marketing site. OFS would continue with monthly meetings with the OMNIA Partners team to confirm key players and to share and discuss the collective effort of the OFS sales, marketing, and contract departments. Together, we routinely develop the curriculum for field training and exposure to ignite conversation and momentum. Within the first 90 days, we will launch the program through our monthly sales and marketing webinar, which includes the entire organization to share news and updates regarding the award. Our marketing team will develop new materials that are posted on the company intranet site, "MyOFS.com." Materials include fliers that include the benefits of the contract, eligible agencies, and pricing and compliance details. Our sales team will meet with representatives and dealers in states where Products and Services will be offered under the Master Agreement within the first 90 days to generate awareness of the contract and the scope, pricing, and compliance details. All training will be directed by OFS VP Specialty Markets Anna McClelland. Training will be offered periodically to keep new dealers updated. The training content will include Government 101 to ensure that dealers understand the essentials of working with public agencies, from the players to the policies. Training will also include contract details, features, requirements, compliance, product categories/applications, and pricing scenarios. Additionally, all dealers will have a list of people they can contact with questions as they arise regarding these or other topics.

86

90-day Plan

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

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 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
- 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.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- 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

Regarding item 1: OFS will comply. A meeting will be scheduled with all stakeholders, including OMNIA Partners, Region 4 ESC, and the OFS team, to discuss and develop final public-facing documentation to validate a marketing plan and an interaction cadence. Regarding item 2: -OFS will update the website to capture the new contract details. Regarding item 3 - OFS will comply. Regarding item 4-OFS will participate in any national or regional conference that has proven beneficial to the growth of our OMNIA Partners sales or our vertical markets of government, health, and education. We are a founding sponsor of NCPP - National Cooperative Procurement Partners. Regarding item 5 - OFS has not found the NIGP Annual Forum valuable in recent years. However, OFS will comply if, during conversations, OMNIA Partners demonstrates it is advantageous for the growth of our program. Regarding item 6-OFS Brands is happy to advertise the contract in regional or national publications. We would rely on OMNIA Partners to let us know which periodicals are most effective at reaching their members. Regarding item 7-Ongoing marketing and promotion of the Master Agreement throughout its term -OFS will comply. Regarding item 8- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with items listed - OFS has and will continue to maintain a dedicated OMNIA Partners internet web-based homepage at https://ofs.com/resources/contracts/omnia-partners-public-sector which features the OMNIA Partners logo, contract due diligence documents including original RFP and all contract documents, a pricing summary, any related marketing materials, and a link to the OMNIA Partners' website. Additionally, the page features dedicated contact information for both OFS and OMNIA Partners. This site will be updated within the first 90 days and before dealer and representative webinars. A dedicated email address, OMNIA@OFS.com, has been established. The OFS toll-free number is 800-521-5381.

87 **Transition**

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.

We are eager to market the agreement to our existing customers, most of whom are familiar with our current OMNIA Partners contract and are awaiting a new OFS/OMNIA Partners contract. OFS will transition any existing customer, at their request, to OMNIA Partners as long as they are eligible. OFS holds the following contracts: GSA,OMNIA Partners, Public Sector (Region 4 ESC),Sourcewell, Arkansas - an adoption of our Region 4 contract, CMAS,Commonwealth of KY,Connecticut,Fairfax Co.- an adoption of our Region 4 contract,Florida,Georgia,IPHEC,Kansas,Louisiana - an adoption of our Region 4 contract,MHEC,Mississippi,Montana,New Jersey,New Mexico,New York,North Carolina,Pennsylvania,South Carolina,Wisconsin. How will the contract be positioned among other contracts? At OFS all contracts are managed by the Specialty Markets division under the leadership of Anna McClelland. It is a policy and a practice to lead with the OMNIA Partners contract to all eligible members

88 **Logo**

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.

☑ Yes

☐ No

89 **Sales**

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:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

90 **Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

91

Responsibility

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

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support, Ryan Menke Chief Revenue Officer rmenke@ofs.com Ph: 812-630-4774. Marketing, Nick Blessinger VP of Marketing nblessinger@ofs.com PH: 812-746-9115. Sales, Matt McCormick National Sales Manager mmccormick@ofs.com Ph: 312-480-8522 Sales Support and Contracts: Anna McClelland Vice President - Speciality Markets amcclelland@ofs.com Ph: 704-771-9003. Sales Support, Financial Reporting, and Contracts, Andrea Whitworth Contract Administrator awhitworth@ofs.com Ph: 336-870-4050. Accounts Payable, Rachael Kluesner Assistant Controller rkluesner@ofs.com Ph: 866-637-9328 x7374.

92

Sales Force

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.

Our organization is a private family-owned business with a lean, empowered leadership team and a dedicated group of OFS/Carolina/ROOM representatives nationwide and internationally. Our President/CEO is Hank Menke, while our Chief Revenue Officer is son Ryan Menke. Reporting to Ryan is Matt McCormick, National Sales Manager. Reporting to Matt are VPs of sales and marketing, including Anna McClelland, VP Specialty Markets, and four Regional VPs who manage sales and distribution throughout their geographies. We are organized in several ways. We have approximately 1750 employees, including 71 direct employee sales representatives and administrators, plus 89 independent representatives and associates across the country. We have dedicated showrooms in High Point, Atlanta, Huntingburg, Washington DC, New York, Chicago, Dallas, and Los Angeles, as well as representative showrooms in Boston, Columbus, Houston, Denver, San Francisco, and Seattle. We have a unique distribution model that, unlike many manufacturers, is flexible, with over 1200 independently owned and operated dealers across the world. This model will allow your members to work with local businesses in their community that they have grown to rely on and count on. We prefer this model as it allows for open competition and doesn't force our clients to work with dealers they might otherwise not choose. Our sales representatives and dealers are familiar with our OMNIA Partners contract and for those who are not yet dealers, we are willing to entertain and train dealers who have proven to be a value to your members. Ryan Menke is the highest-level executive in charge of the sales team. His contact information is: Ph: 812-630-4774 rmenke@ofs.com

93

Implementation

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

The initial steps will include reintroducing the two sales organizations and integrating the municipal, K-12, and higher education teams into the OFS sales teams. We welcome suggestions, but at a minimum, the following will occur: Each sales representative and dealer will participate in training to aid in implementing the new contract. We will use the OMNIA Connect and the OMNIA Partners managers to access membership information and use it to identify opportunities in an effort to grow sales. At a minimum, monthly contact between Anna McClelland and OMNIA Partners personnel to understand and share trends, legislation, challenges, and opportunities. In an effort to grow sales, there will be meetings between regional OFS teams and OMNIA Partners regional manager to design and align training, marketing, and sales activities, both to clients and to our dealer network. We invite the OMNIA Partners team to visit OFS showrooms at least yearly to learn about our latest designs and innovations so that they can speak to our value proposition when meeting directly with clients. To further grow and service the national program, the sales force will offer frequent feedback regarding challenges and opportunities in their market. In response, through contract administration, direct work with the OMNIA Partners regional directors, and the two marketing departments, OFS will adapt the program as needed to increase acceptance and use, meet the needs of public agencies, bring value to those agencies, and grow sales. The growth and servicing of the contract will be validated during monthly meetings between Anna McClelland, Andrea Whitworth and John Hunsche.

94

Program Management

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.

Anna McClelland and Andrea Whitworth will continue to be the primary contacts between OFS and OMNIA Partners. They will continue to set a rhythm of communication not only with the OMNIA Partners leadership team but also with our Leadership Team and the regional leaders of OMNIA Partners. The management of the program will also include: The reintroduction of the two sales organizations' regional teams, including integrating the OMNIA Partners municipal, K-12, and higher education teams into the OFS sales teams. Anna and Andrea will continue with monthly communication with the Director of Partner Development to align our areas of focus. Monthly contact with OMNIA Partners marketing to coordinate trade show/summit activities as well as brainstorm new marketing materials and promotions. Use of OMNIA Connect to measure success. Andrea will work with the national sales force to add or update dealers to the authorized dealer list. We will continue to support new client inquiries and registrations through a dedicated OMNIA Partners email address. Andrea will continue to submit timely reporting and payment of administration fees. Anna will continue to be responsible for all facets of contract administration.

95

Supplier's Customer List

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.

As a private company, we cannot divulge our segment sales, but public agency sales comprise approximately 13% of our overall sales. Our top 10 Public Agency customers for the same period are listed below along with contact information if available. In most cases, the largest clients consist of a single large project for a given period of time. Those orders are handled by our local representative or dealer, and OFS has no direct contact with the end-user. It should also be noted that in most cases, a contact may be a buyer who issued an order, but that person cannot speak to the project's success. If additional contacts are required, please let us know if you are interested in the project contact or the purchasing agent. State of Georgia $11,268,816 Contact: Dr. Carl Hall 404-657-4254 State of Florida $2,389,257 Contact: Brenda Wells 850-488-6904 State of New York $3,646,681 Contact: Rachael Smelyansky 518-473-2961 State of New Jersey $483,724 Contact: Anna Marie Miller 609-292-8974 State of North Carolina $1,970,653 Contact: Ian Fox 984-236-0211 Caesars Superdome $405,731 Contact: OFS representative Kelly Joyner Sumner County $313,662 Contact: OFS representative Carlie Campbell Ft. Worth Independent School District $343,604 Contact: OFS representative Vicky Klasing Career Services City & County of Denver $279,242 Contact: OFS representative Joseph Riley Louisiana State University $346,512 Contact: OFS representative Laurie Martin

96

System Capabilities and Limitations

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.

We have implemented automation software for Accounts Payable. Esker on Demand is utilized by AP to process invoices automatically into our operating system "Oracle" as well as offering an electronic workflow for invoice approvals. Regarding our customer interface, OFS currently uses both EDI protocols and website technologies as its main drivers for internet commerce capabilities. Through these technologies, we are able to handle purchase orders, acknowledgments, advanced shipping notices (ASN), and invoicing. Any additional needs would be accommodated by the in-house Information Technology team. We are currently working with OMNIA Partners to engage the Opus platform for e-commerce.

97

Projected Sales Year One

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"). 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.

$0

98

Projected Sales Year Two

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"). 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.

$0

99

Projected Sales Year Three

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"). 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.

$0

100

Attribute deleted as part of an Addendum

101

General Terms and Conditions

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

102

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

103

Name of Felon and Nature of Felony, if applicable

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

104	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.
105	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

106

Disclosure of Interested Parties

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:
• a sponsored research contract of an institution of higher education;
• an interagency contract of a state agency or an institution of higher education;
• a contract related to health and human services if:
• the value of the contract cannot be determined at the time the contract is executed; and
• any qualified vendor is eligible for the contract;
• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

☑ I certify compliance with this attribute.

107	**Conflict of Interest Questionnaire** Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations: 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or 3) If the vendor has a family relationship with a local government officer of Region 4. *"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7). *"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3). *"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a). *"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4). **Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.** For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links: Texas Local Government Code, Section 176 Texas House Bill 23 A blank Conflict of Interest Questionnaire is available by clicking: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document. ☑ I certify compliance with this attribute.

108

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

109

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

110

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

111

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

112

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

113

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.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: 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.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(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.)

☑ OPTION A - No proprietary information

☐ OPTION B - Proprietary information marked

114

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

115 **Contracting Information**

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

116 **Anti-Trust Certification Statement**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

117 **Federal Rule (A) - Contract Term Violations**

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.*

☑ I certify compliance with this attribute.

118	**Federal Rule (B) - Termination Conditions** **(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
119	**Federal Rule (C) - Equal Employment Opportunity** **(C)** 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 FR 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.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

120

Federal Rule (D) - Davis Bacon Act/Copeland Act

(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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

☑ I certify compliance with this attribute.

121

Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (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 federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

☑ I certify compliance with this attribute.

122

Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

☑ I certify compliance with this attribute.

123

Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

(G) The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.*

☑ I certify compliance with this attribute.

124

Federal Rule (H) - Debarment and Suspension

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

*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☑ I certify compliance with this attribute.

125

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or 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 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 certificate 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.

☑ I certify compliance with this attribute.

126

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

127

Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

128

Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

129

Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

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.

☑ I certify compliance with this attribute.

130	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
131	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
132	**Federal Rule - Solid Waste Disposal Act** 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 Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

133	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
134	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
135	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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). ☑ I certify compliance with this attribute.

136

Indemnification

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

137

Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

138

Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

139	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

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 submited, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)*

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A #13	#14 Delivery	Our products are not stocked and are made to order. Lead times are published on our website including a 12 day option	

Appendix C, Doc #1

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:

X We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

5/28/24
Date

Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	OFS Brands Inc	**Contact**	
	1204 East Sixth Street		**Signature** Ryan Menke
	Huntingburg, IN 47542		**Printed Name** Chief Revenue Officer
Address			**Position with Company**
		Official Authorizing Proposal	
			Signature Ryan Menke
			Printed Name Chief Revenue Officer
Phone	800-521-5381		**Position with Company**
Fax	no fax available		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2024-1158924

Date Filed:
05/09/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
OFS Brands Inc
Huntingburg, IN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 4 ESC

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.
RFP 24-01
Furniture solutions which include Systems, Freestanding, Seating/Chairs, Soft Seating, Filing Systems, Technology support, Library, Healthcare, Cafeteria, Learning spaces, Audio/Visual, Art Instructio

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Robert H Menke Jr Irrevocable Trust	Huntingburg, IN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert H Menke JR, and my date of birth is 1-10-52.

My address is 1204 E 6th St (street), Huntingburg (city), IN (state), 47542 (zip code), USA (country).

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

Executed in Dubois County, State of Indiana, on the 8 day of Jan (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

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, Ryan Menke, as an authorized representative of

OFS Brands Inc, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

4/24/24
Date

Products and Services

OFS offers an array of products that align with the RFP furniture categories:

RFP Category	OFS/Carolina/ROOM Solutions
Systems Furniture	Systems, workstations, open plan, benching, private office, and accessories available
Freestanding Furniture	Casegoods, Space-defining, folding and mobile tables, mobile desks, height-adjustable, reception, storage, cafe, occasional tables, indoor/outdoor
Seating/Chairs	Seating for office and classroom, tandem seating, and general use including healthcare applications, high task, stacking, nesting, executive, conference, guest, task, outdoor
Soft Seating	Common areas, libraries, waiting areas, open learning spaces including lounge, modular seating, tables, healthcare, benches, pediatric, behavioral health, private/acoustical and accessories including electrical and lighting
Filing Systems, Storage and Equipment	Lateral files, storage cabinets, bookcases, equipment and accessories including planters, coat racks, pegboard storage
Technology and Esports Support Furniture	Tables, seating, lockers, storage, power modules (freestanding and desk/table mount), keyboard arms, monitor arms including Tambien products
Library Furniture	Wood shelving, tables, carrols, librarian desking, seating, lighting, lounge, acoustical rooms
Health and Science Furniture	Tables, stools, storage, modular casework, recliners, sleepers, seating, mothers room
Cafeteria Furniture	Tables, seating, banquetts

Products and Services

OFS offers an array of products that align with the RFP furniture categories:

RFP Category	OFS/Carolina/ROOM Solutions
Learning Spaces Furniture	Boost seating, Sorta, Ezel, Hex, Lecterns, seating, tables,monitor arms, desking
Audio/Visual Furniture	Podiums, Tables
Art Instructional Furniture	Tables, storage, seating, lockers,bins, cubbies
Educational Office Furniture	Faculty and administrative desks and seating, teachers lecterns and tables, classroom tables and seating, collaborative seating, lockers
Career/Technical Education Furniture	Reception desks and seating, faculty, and administrative desks and seating, teachers lecterns and tables, classroom tables and seating, collaborative seating, lockers
Music/Auditorium/Theater/ Performing Arts	Ganged style and jury base seating, lobby, lounge, staff
Wall and Ceiling Solutions	Obeya space division system, Staks modular workstation walls, ROOM acoustical spaces
Privacy Pods, Phone, Sound Isolation Rooms and Furniture Booths	ROOM acoustical phone booth, meeting rooms, focus rooms
Safety and Security	Office furniture, specialty seating, heavy duty seating
Interior Solutions	Behavioral health, outdoor furniture, planters, accessories, pillows, meditation room, lighting, play, power & data, screens

Pricing Summary - RFP 24-01

RFP:	24-01
Due date:	6/06/2024
Company:	OFS Brands Inc.
Categories:	ALL products and services available. (refer to Product Scope document) for additional information
Offering:	New furniture including accessories. specials, and customs at discounts shown
Dealers:	OFS/Region 4 ESC dealers may be found by contacting your local OFS/Carolina/ROOM representative or emailing Omnia@ofs.com online at: https://ofs.com/resources/contracts/omnia-partners-public-sector [may be updated after award]
Notes:	Structure is a not to exceed price based on a discount from the price list. No minimum or maximum quantities

Region 4 ESC 24-01 | Products / Pricing Summary

Order Instructions: Address orders either to OFS or to Authorized Dealer

- Customer purchase order, whether addressed to OFS or to an authorized dealer shall include the OFS Region 4 ESC I contract number #xxxxxx
- When ordering through OFS, list services such as installation separate from the product total. When ordering through dealers, services, and products may be separated or combined
- The dealer shall forward a copy of the end-user purchase order or signed proposal to OFS

When addressed to OFS:

OFS
% Participating Dealer (if working with a dealer)
1204 East Sixth Street
Huntingburg IN 47542
Attention: order_entry@ofs.com
Tag: Omnia contract order [contract number]

When addressed to Dealer:

Dealer Name
Dealer Address
Tag: Omnia contract order [contract number]

OFS Contract Contacts

Andrea Whitworth
Contract Administrator
AWhitworth@ofs.com
336-870-4050

Anna McClelland
Vice President-Specialty Markets
AMcClelland@ofs.com
704-771-9003

OFS Brands Inc. Response to Value Add

51. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

OFS Brands delivers a distinct design/value proposition that resonates with members. Privately family owned means that we put clients needs before shareholders.

Our "open" distribution model ensures a vast network of dealers, offering clients the flexibility to work with local dealers aligned with their preferences and diversity goals.

Logistics Excellence: Our end-to-end ownership of logistics guarantees flawless delivery using our extensive fleet of trucks with real-time tracking, members receive timely and intact deliveries.

Modular Casegoods Expertise: Our Mile Marker modular casework and cabinetry solutions provide versatile options for applications such as health, breakrooms, dormitory kitchen.

Custom furniture: OFS provides custom solutions from simple modification to custom designs at contract pricing. OFS Brands delivers a unique blend of innovation, sustainability, customization, and logistics excellence, tailored to Region 4/Omnia members

OFS Brands Inc. Response to Value Add

51. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Support services and solutions offered by OFS

Available directly from OFS	Available through dealers
Best in class contracting team who understands public agency processes	Interior design services
Quickship products	Layout services
Layout services	Fabric and color design services
Project Management	Assessment/Programming tools
Professional development through Continuing Education programs	Systems furniture reconfiguration
Furniture leasing	Asset management tools
Asset management tools/buyback programs	Installation and Project Management - standard, union, or prevailing wage
Standards program development	Storage
Custom typicals	Furniture refurbishment and field services

OFS Brands Inc. Response to Value Add

52. Furniture and related products not noted in categories can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, design/lay out, custom, special orders, etc.

OFS Brands offers the following products as Value Adds:

- Behavioral health solutions
- Outdoor furniture
- Planters
- Accessories
- Pillows
- Meditation room mats and ottomans
- Lighting
- Game tables
- Power & data
- Screens
- Tambient smart lighting
- Healthcare and clinic products
- Acoustical phone booths and Rooms
- Modifications to standard products

*All at standard contract discounts

The images below will illustrate most of our offerings for your categories by product name and image. The full collection may be found at ofs.com and clicking “browse products”. Additionally, we will be happy to submit brochures for the full scope if desired.

Systems Furniture / Open Plan:

Re:

Range

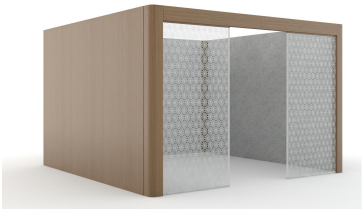
Eleven Workspace

Aptos

Agile

Staks

Space Defining Obeya:



Freestanding Furniture:

Rowen

Impulse G2

Slate

Aptos

Pulse

Praxis

Quest

Cambria

Executive I

Classic

Staks

Meeting Room

Riff

Hitch

Element

LeanTo

Kintra

Beck

Intermix Conference

Intermix Collaborative

Eleven Wood

Applause

Kosa

Beck

Eleven Collaborative

Intermix Storage

The Edge

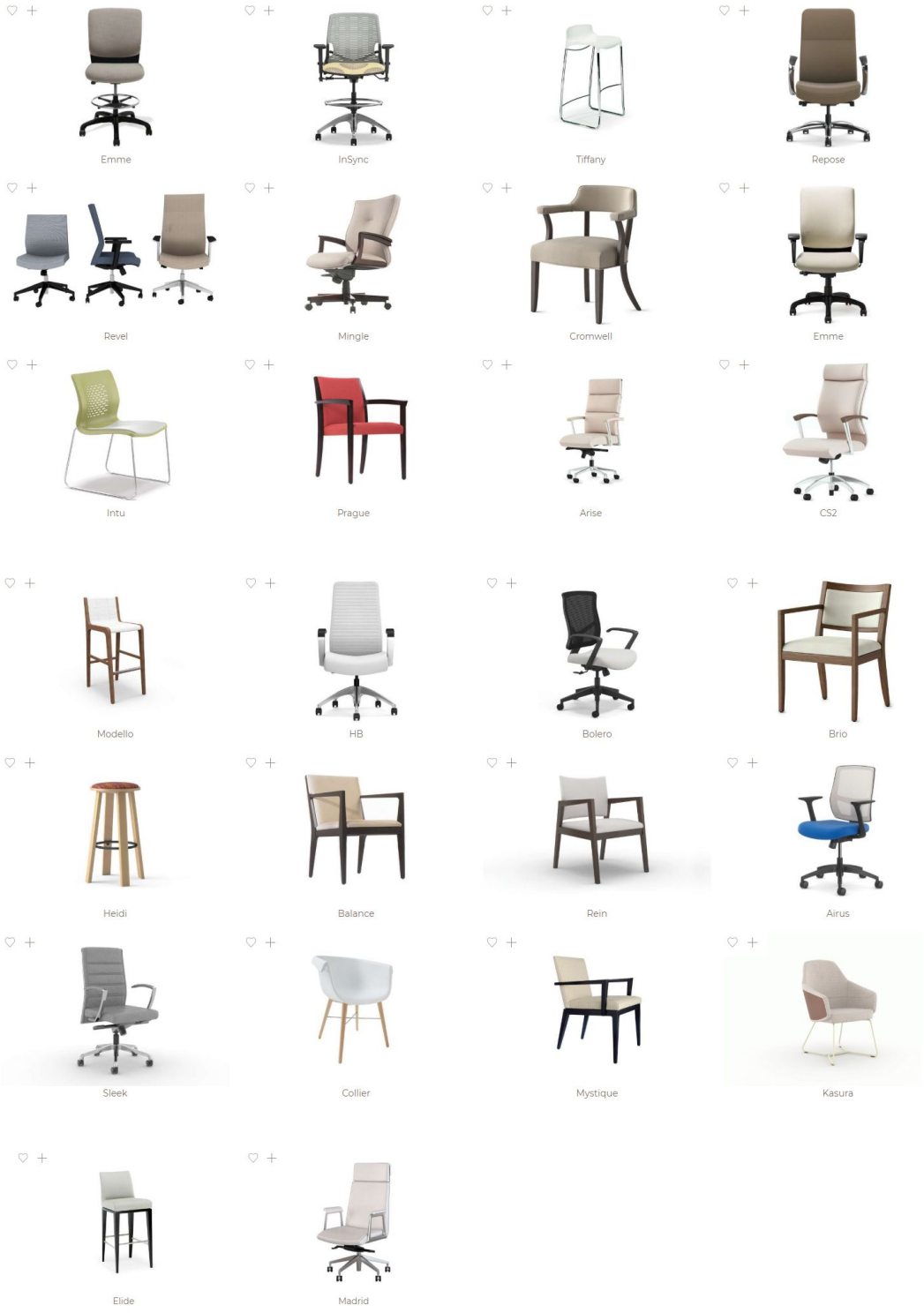
Bendz

Intermix Planter

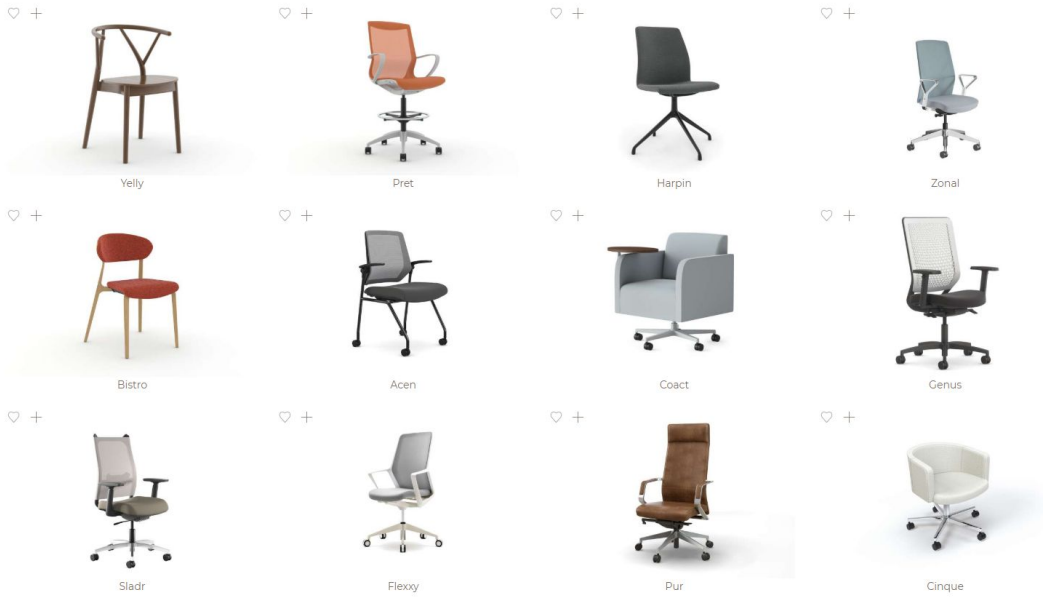
Including folding, mobile tables and adjustable tables from Applause:

Seating/Chairs:

Seating/Chairs:



Seating/Chairs:

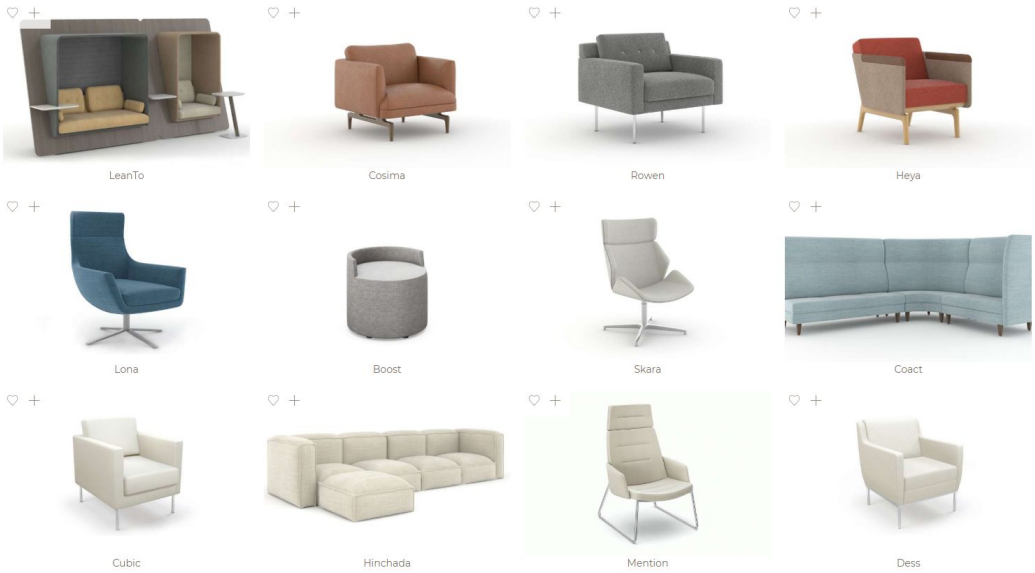


Classroom:

Tandem:

Pre-school:

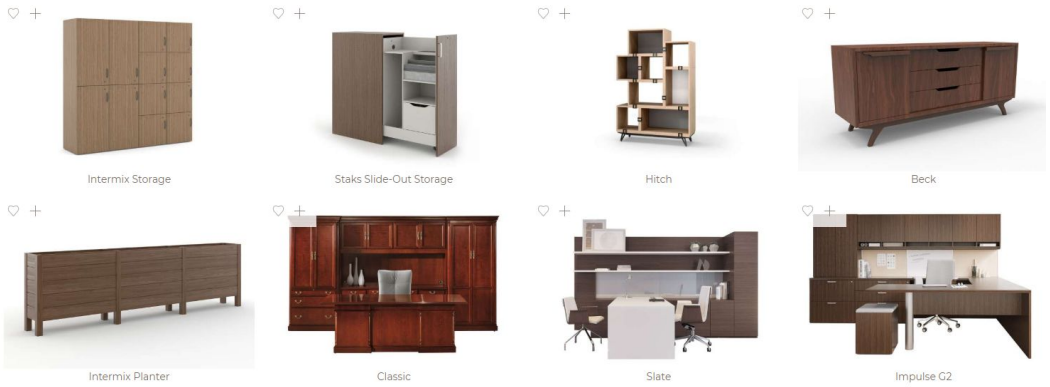
Soft Seating:



Soft Seating cont.

Filing Systems, Storage and Equipment:

Each freestanding desk collection contains individual storage units and cabinets in addition to what is shown below.



Including Mile Marker lockers, Slate storage, Rowen bookcases, Pulse storage cabinets, bookcases, and mobile pedestals and Pind wall storage

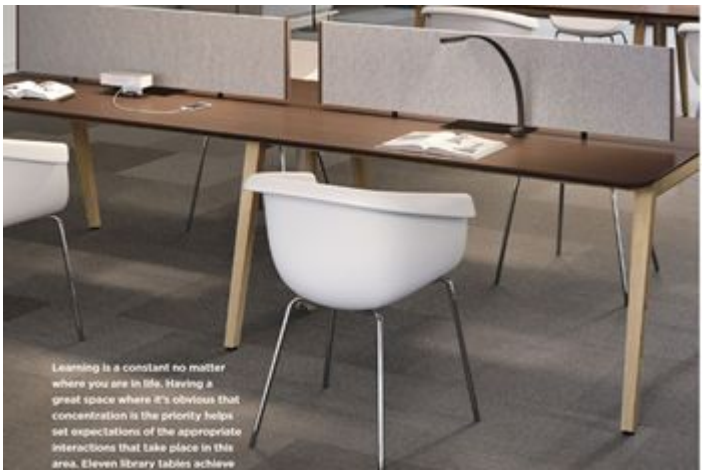
Technology and Esports Support Furniture:

Wireless Charging Unit

Library Furniture:

We make traditional bookcases, and tables with privacy, but the library has become a collaborative or cafe space as well! Shown here: Classic bookcases, LeanTo seating, Eleven tables, Heidi stools and tables and Bistro table with Boost child-sized chair.

Library Furniture cont.

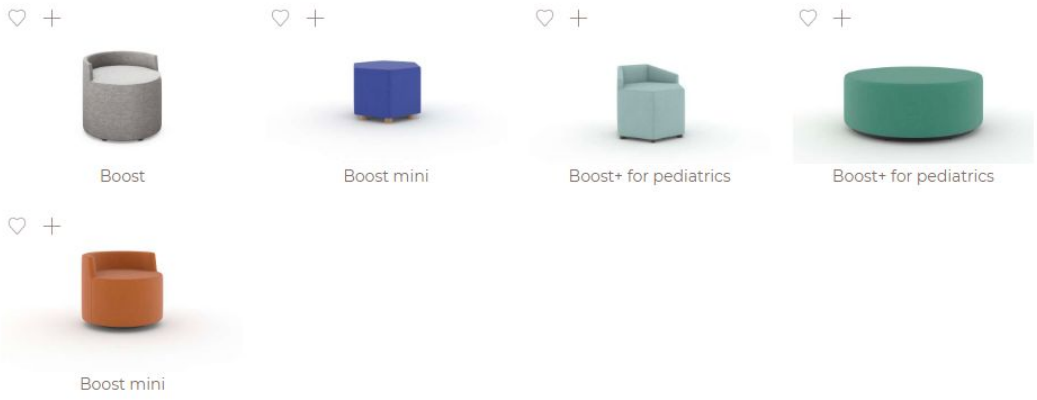


Health and Science Furniture:

Cafeteria Furniture:

Learning Spaces Furniture:

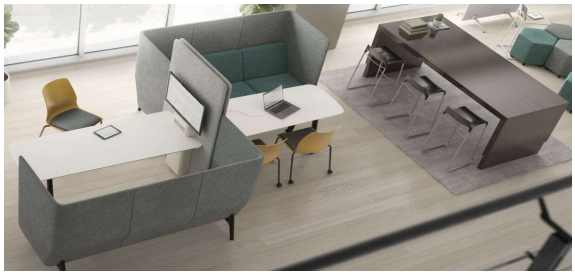
Learning Spaces Furniture cont:



Audio/Visual Furniture:

Art Instructional Furniture:

Educational Office Furniture:



Career/Technical Education Furniture:

Music/Auditorium/Theater/Performing Arts:

OFS offers ganged seating and chairs that may have jury bases as shown below in this installation:

Jury base:

Stacking/Ganged seating:

Multiple seating:

Wall and Ceiling Solutions:

Privacy Pods, Phone, Sound Isolation Rooms and Furniture Booths:

Safety and Security Furniture:

Interior Solutions:

Related and Ancillary Products, Accessories, and Solutions:

Tambient lighting, Roo coat racks and Planters

Healthcare:

Recliners, waiting, mother/baby furniture, physician's office, patient rooms, exam rooms, treatment areas, and clinic and behavioral health solutions

Play:

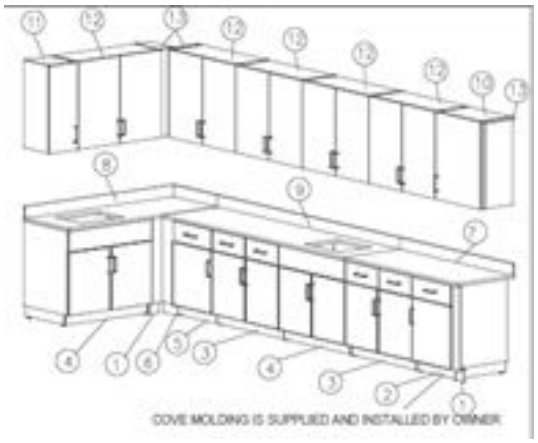
OFS offers an exciting range of furniture for play including Riff table tennis, picnic tables & Shuffleboard

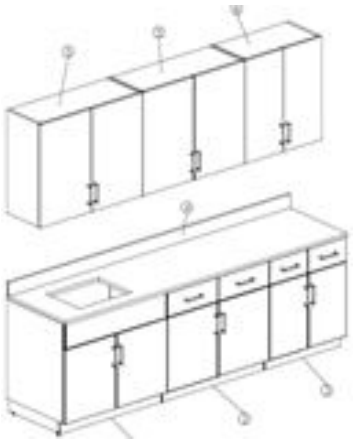
Unique Product Capabilities:

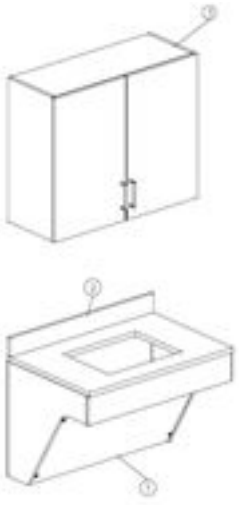
The custom wood, laminate and Corian capabilities of Mile Marker modular cabinetry and casework enable us to provide countertops and cabinets for a number of applications including dormitory kitchen/breakrooms. Mile Marker can also be used to build shelving, bookcases, and reception desks. The option rich solutions offered by Mile Marker allow each application to be customized for specific needs. Unlike millwork, Mile Marker ships fully assembled, offering simple installation. Components can be easily moved and reconfigured, should needs change. Mile Marker components are engineered to disassemble and reattach. While conventional contractor millwork is guaranteed for 1 year, Mile Marker comes with a limited lifetime warranty. Another benefit is delivery in 6-8 weeks. A full support team is available from specification through installation. A chart is enclosed that outlines the benefits of Miler Marker versus traditional millwork. Mile Marker lockers are available in wood or laminate and can be customized for athletics or general student use.

Unique Product Capabilities cont:

Mile Marker cabinetry solutions were the choice for the Union County Human Services Building. A few of their solutions are shown here:







Mile Marker custom lockers were the choice of the National Football League's Buffalo Bills for their remodeled locker room at Ralph Wilson Stadium during the summer of 2014 and Louisiana State University's athletic facility in 2019.

OFS offers a 10-day Quickship program found in a downloadable catalog:

Services and Support Solutions::

Available directly from OFS	**Available through dealers**
Custom typicals	Interior design services
Quickship products	Layout services
Layout services	Fabric and color design services
Installation	Installation
Professional development through Continuing Education programs	Systems furniture reconfiguration
Furniture leasing	Asset management tools
Asset management tools / buyback programs	Assessment tools
Standards program development	Dealer storage
Project Management	Furniture refurbishment/field services

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

Experience

Education of Sales Force

Marketing Plan

Differentiators

Strong National Presence

Distribution Nationwide

Volume tracking

3.1 Company

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

OFS Brands Inc. (known simply as OFS) consists of the brands OFS, Carolina, and ROOM. We are a family-owned, community-driven company providing socially responsible furniture and logistics solutions in the office, healthcare, education, government, and home office markets. Established in 1937 in Huntingburg, Indiana, OFS has become a leader while staying true to its local roots and core values of sustainability and craftsmanship.

We created this company to work together in building a better life. Creating jobs, building community, making quality products that become part of people's lives—these things are why we're here. While an honest company built on an honest purpose might not be the flashiest way to success, we now employ thousands, and hundreds of thousands use our products. Our work matters to the lives of more people than we will ever meet—and that's a legacy worth building

Our values are simple, and our actions are transparent. We are a company that is committed to one thing above all else, and it's the people we serve each and every day. We don't pretend to have all the answers, nor want to prescribe what the next workplace should look like.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

We start with focus areas. Simplicity - Meaning our straightforward approach allows us to simplify complexities, maintain authenticity, drive efficiencies, and build personal relationships. Empathy in that every solution created, relationship nurtured and service delivered shows our commitment to aligning our customer's goals with our own. Accountability: Every person has the responsibility to control the experience and the opportunity to change the circumstances to make a difference. Appreciation in that creating a diverse workplace centered around mutual respect and gratitude helps to boost morale, celebrate achievement, and promote a fun atmosphere that encourages personal growth. Teamwork: Our skills, talents, and passions unite in solidarity, with urgency and excellence, to accomplish our mission. Stewardship: Encouraging involvement in our communities to protect our assets enhances the quality of life, promotes optimism, and advances fellowship for all our colleagues.

Our business philosophy is best summed up in a quote from our Owner: "What you make people feel is as important as what you make."

How do we do it? By beginning with a Design Ethos to frame our product direction. Creating great products and experiences begins with understanding and caring about people. We do this by focusing on three big ideas in our design process. Simple: Creating a simple product is harder than a complex one. When you can find the root of what someone is looking for in a given setting, it clarifies the problem you're trying to solve and produces a simple, intuitive solution. In this way, simplicity helps us do more, by focusing on the details that really matter for people. Purposeful: We don't believe in designing products to fill a category or follow someone else's trend. Instead, our designs emerge from conversations and observations about the things people need from the places they occupy. Every piece we design offers a unique value. Personal: We put a personal touch in everything we do - design is no exception. It's one reason intentional craftsmanship is so important to our products. We believe the ergonomics and style of a product have the ability to support and inspire people in a personalized way.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

By working through the pandemic, we learned that our message was still strong. But to articulate it, we launched You+ to discuss the fact that life and work are changing as we know it. When we acknowledged that we didn't have all the answers, we also realized the solution - creating spaces that could adapt as our needs, both individually and as an organization, shifted. Finding flexibility through Soft Architecture, removing the boundaries that lock us into fixed situations, and fostering agile spaces that move along with our evolving needs are crucial to the success of our workplaces. We shared how our philosophy and products can help clients adapt as their facility footprint evolves.

We believe we are uniquely qualified to provide the products and services requested in this RFP. We offer many solutions designed to fulfill an entire facility or campus in a cohesive, one-stop solution. As a designer and manufacturer of furniture, we offer solutions in many categories used in office, learning, public spaces, healthcare, government, outdoor and more. We are a top supplier to the federal government and one of the most recognized brands in the country for healthcare. Categories include systems furniture, open plan, benching, soft architecture (space dividing), freestanding furniture including casegoods, space-defining, folding and mobile tables, mobile desks, height adjustable, reception, storage, and more. Seating includes solutions for office, outdoor, training, classroom, tandem seating, high task, stacking, and nesting. Lounge seating can include common areas, libraries, waiting areas, open spaces, and modular seating. Storage systems including filing, office, bookcases, kitchen, mailroom, healthcare, and pegboard. Wellness space products that support mothers' rooms, break/cafe areas, medication rooms, & respite areas. Accessories include planters, power/data accessories, easels, etc.

Related Services are offered by both OFS/Carolina and our dealers. We provide technology-based specification and budgeting tools designed to allow clients to quickly and easily create furniture budgets. Other services may include standards program development, e-commerce, dedicated web pages, Master Service Agreements, design and layout services, including fabric and color design services, delivery, installation, project management, reconfiguration, assessment tools, storage, asset lifecycle planning, and leasing.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

Circling back to our roots, we can't resist talking about how the Menke family Pioneered Environmentalism: Back in the 60s, when conservation was a foreign term, our second-generation leaders Phyllis and Bob Menke began to notice the effects of deforestation on southern Indiana. They took action with more sustainable production methods, established the Indiana Nature Conservancy, and began a quest to acquire and reforest thousands of eroded acres devastated by industry and agriculture. While our products no longer rely as heavily on wood materials, we are no less committed to Phyllis and Bob's early example of caring for the world around us. The 7,000 acres of FSC-certified forests we've reclaimed, and the tens of thousands of trees we have planted are vital to our legacy. To quote Emerson, "The creation of a thousand forests is in one acorn."

And today, in Indiana, North Carolina, and Kentucky we continue to celebrate generations of craft: While furniture has been our specialty for over 85 years, we draw our expertise from a much longer tradition of quality craftsmanship and fine woodworking. Some of our great, great-grandparents made wagons, and some of our great-grandparents manufactured Venetian blinds and basketball scoreboards, but furniture has stuck with us because it becomes an intimate part of people's lives in a way other products can't. It's a presence that deserves intentional craft. For many years, most people knew OFS primarily for wood casegoods and excellence in carpentry. While our portfolio has grown and we've added new sustainable materials to our designs and production process, wood remains a hallmark of our design heritage and one of the most carbon-positive. The patterns of grain and color unique to every tree bring an organic warmth and one-of-a-kind beauty. "Always" written in big letters on one of our factory walls, the word "always" serves as a simple reminder of the fact that every detail of our work matters. Craftsmanship starts with taking the time to do it right. Whether it's a button or a drawer or the direction of wood grain on a desk, we always pay attention, and we'll fix or replace anything that doesn't cut it. We believe that craft and design cannot be separated because a great product only results from excellence in both.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

B. Total number and location of salespersons employed by Supplier.

We have approximately 1900 employees, including 71 direct employee sales representatives and administrators plus 89 independent representatives and associates across the country as well as dedicated showrooms in High Point, Atlanta, Huntingburg, Washington DC, New York, Chicago, Dallas, Los Angeles as well as representative showrooms in Boston, Columbus, Houston, Denver, San Francisco, and Seattle.

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

OFS Brands Inc.'s has 5 support centers. Headquarters is located at 1204 East Sixth Street, in Huntingburg, Indiana, with support centers located in Archdale, NC, High Point NC, and Leitchfield KY

D. Annual sales for the three previous fiscal years.

Annual sales for fiscal years 2021-2023 were 1.35 billion

a. **Submit FEIN and Dunn & Bradstreet report.**
FEIN: 30-0056548
Dun & Bradstreet: 0063644
OFS does not subscribe to D&B

E. Describe any green or environmental initiatives or policies.

Sustainability is ingrained in OFS Brands' DNA, and our initiatives exemplify this commitment:

Conservation Legacy: Inspired by our founders' legacy, we've reclaimed and reforested over 7,000 acres of FSC-certified forests, reflecting our dedication to environmental stewardship.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

Cool Springs Property: Our 600-acre Cool Springs property serves as an educational preserve, reforestation effort, design retreat, and corporate meeting center. This unique space fosters connection, discovery, focus, and restoration while showcasing sustainable practices.

Acanthus Row: Our community garden, Acanthus Row, cultivates local produce for employees, local non-profits, and food banks, promoting healthy choices and giving back to the community.

Ecomedes Partnership: We've partnered with Ecomedes to simplify sustainable decision-making for customers, offering a platform for product analysis and reporting.

Common Ground Sustainability Report: Our 2021 sustainability report outlines our commitment to sustainability and the communities we serve. We have attached a copy with this response.

LEED-Certified Facilities: We operate LEED-certified showrooms and educational facilities, practicing what we preach and integrating sustainable practices into our operations.

EPA SmartWay partnership: In 2004, Styline Logistics became the first company in Indiana to join the U.S. Environmental Protection Agency's SmartWay Transport Partnership. The partnership is a voluntary program with the U.S. EPA that shows how shippers and carriers can gain economic benefits while mitigating their environmental impact.

To meet the SmartWay challenge to eliminate unnecessary truck engine idling, Styline Logistics employed many different policies, procedures and technologies that included auxiliary power units (APU's), reduced maximum speeds, automatic engine shutdown, automatic tire inflation systems, bio-and low-sulfur diesel fuels and new incentive programs. Since our partnership began in 2004 we have reduced our Carbon Dioxide [CO2] emissions by nearly 18,000 metric tons (32%), our particulate matter emissions by 3,000 metric tons (58%) and NOx gases by 113 tons (82%). This is yet another story in the long line of success the partners have achieved to live and prosper in a clean environment while enjoying and preserving our natural resources.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

F. Describe any diversity programs or partners supplier does business with an 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.

While OFS Brands doesn't hold these certifications, many of our dealer partners do. We have strived to identify them for you and our members by adding a designation in our attached Dealer List.

It should be noted that the services offered through these dealers will be available to all members at the same price as offered by OFS.

Public agencies occasionally contract with minority businesses to serve as project managers or purchasing agents on their behalf. This most often occurs with General Contractors and Design-Build projects. We support those initiatives. With the agencies' authorization, we will allow those partners to access the cooperative contract on their behalf and extend the same pricing structure.

One significant update from our last RFP response is our investment in the creation of a Diversity, Equity, and Inclusion Committee. Formed in 2020 under the guidance of OFS Executive Leadership, the DEI committee was created with the charge to evaluate the company, listen to its people, take action on ways the organization can embrace & improve diversity, and find ways to be more equitable & inclusive. The ultimate mission of this committee is to provide for the betterment of OFS employees, their families, and local communities by building upon the OFS family culture and providing a holistic, professional, and inclusive experience. But we didn't stop there, OFS is the presenting sponsor of IIDA's Design Your World, an education initiative to advance equity in design. The program was created to provide early exposure to the value of design and helps bridge the disparities BIPOC students face when determining their education and career path. Oh...and we wrote a book! This heartwarming book shares the mission of IIDA's pipeline program of the same name (Design Your World), which aims to educate and inspire kids to see design as an accessible tool for both life and career and to make a positive impact on the world. A portion of the proceeds from each book directly supports IIDA's Design Your World program.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

The book is co-authored by our own Maria VanDeman, who is known for advocating for diversity and inclusion in the design profession, and the talented illustrator, Kenize Leon Perry, one of Miami's favorite artists and designers. Check it out! https://imagineaplace.ofs.com/embed/product/design-your-world

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

While many our dealers do, OFS DOES NOT hold certifications for

- Minority Women Business Enterprise
- Small Business Enterprises or Disadvantaged Business Enterprise
- Historically Underutilized Business
- Historically Underutilized Business Zone Enterprise
- Or any other recognized diversity

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.

While OFS Brands doesn't hold these certifications, many of our dealer partners do. Please refer to the authorized OMNIA Partners dealer list where we have captured the additional designations these dealers may hold, where easily available.

Of those listed, the following have extensive sales of OFS/Carolina through our existing Region 4 ESC, OMNIA Partners contract

• Innovative Commercial Environments, CA	SDB/SWBE
• J Tyler, Houston TX	HUB/MWBE
• Navajo Office Products, Amarillo TX	HUB/HI/M
• Spaces Group LLC, Memphis TN	WBE/WOB/SBE
• Shelton Keller Group, Austin TX	HUB/WBENC
• Business Interiors, Irving TX	WBE
• GL Seaman & Co, Carrollton TX	HUB/WO

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

I. Describe how supplier differentiates itself from its competitors.

Privately, family-owned: As a privately owned, family-owned business, we support the needs of our customers and not quarterly results, as we have since our founding. Our conversations with our customers are about partnership, not quarterly spend estimates. Our president, Hank Menke, and his four children are all actively engaged in the business, including sales & marketing, finance, product development, operations, and logistics, which results in a high level of commitment for our customers. Each of them has worked in furniture dealerships giving them invaluable experience. With a lean management structure, our customers will not get lost through layers of management.

Open Distribution Model: Our "open" distribution model ensures a vast network of dealers, offering OMNIA Partners members the flexibility to work with local dealers aligned with their preferences and diversity goals.

This allows us to:

- Extend coverage to rural areas
- Add or remove dealers based on performance
- Meet the preferences of our customers
- Add dealers to support local small or minority business goals

Styline Logistics- Logistics Excellence: Our end-to-end ownership of logistics guarantees flawless delivery using our extensive fleet of trucks (and 392 trailers). With a 99.98% damage-free rate and real-time tracking, members receive timely and intact deliveries.

Healthcare Focus: Through our Carolina brand, we extend offerings beyond conventional workplace and education settings, delving into senior living and patient care solutions, including dining, waiting areas, recliners, sleepers, overbed tables, behavioral health, and mother/child items.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

Modular Casegoods Expertise: Our Mile Marker modular casework and cabinetry solutions provide versatile options for applications such as healthcare, breakrooms, and dormitory kitchen/breakrooms. With customization, simplicity of installation, and sustainability, Mile Marker redefines modular solutions. Unlike millwork, Mile Marker ships fully assembled, offering simple installation. Components can be easily moved and reconfigured, should needs change. Mile Marker components are engineered to disassemble and reattach. While conventional contractor millwork is guaranteed for 1 year, Mile Marker comes with a limited lifetime warranty. Another benefit is delivery in 6-8 weeks. A full support team is available from specification through installation. Mile Marker lockers are available and can be customized for athletics or general student use. A link to the product website may offer more information: https://carolina.ofs.com/products/casegoods/cabinetry/mile-marker?search=mile%20marker

Product durability - Test Lab Operations: OFS operates its own in-house testing lab. This test lab is A2LA accredited (Test Certificate No. 3337.01). The accreditation assures our customers that our test equipment is accurate and we are following all required procedures. Having an in-house testing lab has many benefits including the ability to quickly test new product developments or different aspects of a given furniture unit. This ensures us that a unit will meet specific requirements before the product design is completely finished. This ability alone can potentially save hundreds of hours of design and engineering time and facilitates new product introductions.

Custom furniture: OFS/Carolina has an exceptional reputation for custom solutions. Whether its a simple modification or a custom design, clients will receive contract pricing.

By presenting these attributes, OFS Brands delivers a unique blend of innovation, sustainability, customization, and logistics excellence, tailored to OMNIA Partners participating entities' needs.

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

OFS is not involved in any current or past litigation, bankruptcy, or reorganization.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

K. Felony Conviction Notice: Indicate if the supplier

a. Is a publicly held corporation and this reporting requirement is not applicable; **This does not apply to OFS**
b. Is not owned or operated by anyone who has been convicted of a felony; **This does apply to OFS - no felony convictions**
or
c. Is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. **This does not apply to OFS**

L. Describe any debarment or suspension actions taken against supplier

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

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.

OFS is including all products - balance of line. To illustrate our broad product offering, we are attaching Product Lookbooks, seating Overviews, and a product/solution matrix.

Description of Equipment, Products, and Services Offered

At OFS, our commitment lies in creating products that cater to the fundamental human needs of Connect, Discover, Focus, and Restore. Our product offerings encapsulate this philosophy, designed to elevate the spaces they occupy and meet the diverse requirements of our clients.

Design Philosophy and Product Categories

Our design approach is rooted in authenticity and purpose. Rather than conforming to industry trends, we derive our designs from meaningful conversations and keen observations of people's needs within their environments. Each piece we craft carries a unique value proposition. Our manufacturing occurs within U.S. facilities across Indiana, North Carolina, and Kentucky, ensuring the highest quality standards.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

We often discuss our product offerings by applications and the context they serve rather than the individual pieces. These contexts include shared spaces fostering collaboration, height-adjustable solutions, dynamic community areas such as multipurpose zones, dining spaces, and student unions, personal spaces found in residence halls, semi-private workstations, private offices, versatile meeting and conference spaces, open workstations, inviting spaces like lobbies and lounges, space division solutions, technology-integrated training areas, and enriching learning environments encompassing labs, studios, maker spaces, libraries, and media zones.

Product Categories

We offer products for every category in the RFP. Our product categories span a wide range to address various needs:

- Desks: We offer both modular and casegoods desks, catering to flexibility and functionality.
- Chairs and Seating: Our seating solutions encompass folding, stackable, flip, task, executive, meeting, dining, benches, and stools, ensuring comfort and adaptability.
- Tables: Our diverse table offerings include stationary, mobile, flipping, nesting, powered, and height-adjustable options, suited for various purposes including meetings and training sessions.
- Modular Walls: Our space division solutions provide the necessary privacy and delineation within open environments.
- Cabinets: Our modular millwork cabinets serve as versatile storage solutions for offices, meeting spaces, and collaborative areas
- Phone booths and rooms: to provide privacy wherever it is needed and easily moveable as needs change
- Residential Hall Furnishings: Tailored lounge areas, tables, seating, and specialized sport tables are designed to enhance residential spaces.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

Complimentary Offerings

In addition to our core product categories, we provide a range of complementary offerings to enhance workspaces:

- Office-Related Storage: Efficient and aesthetic storage solutions designed to accommodate diverse needs.
- Technology-Integrated Solutions: Seamlessly integrating technology to empower modern work environments.
- Accessories: Thoughtfully curated accessories to personalize and optimize spaces.
- Lighting: Illumination solutions that balance functionality and aesthetics.

Related Services

Authorized dealers provide an array of services to ensure seamless integration and maintenance of our products:

- Rental: Flexible rental options to meet short-term needs.
- Design: Expert design consultation to tailor solutions to specific requirements.
- Installation and Assembly: Professional installation and assembly services for optimal setup.
- Project Management: Working hand in hand with your contractor, architect and designer to ensure that the project runs smoothly and on schedule.
- Safety Inspection: Regular safety assessments to ensure user well-being.
- Repair and Refurbishment: Timely repair and refurbishment services to extend product life.
- Renovation: Comprehensive renovation solutions to refresh spaces.
- Reupholstery/Refinish: Renewing upholstery and refinishing services for a fresh look.
- Recycling Services: Environmentally conscious recycling services to promote sustainability.

For a detailed overview of our products and solutions, please refer to the attached product/solution matrix.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

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.

We are a manufacturer with a primarily flexible distribution model of over 1200 independently owned and operated dealers across the world. This model will allow your members to work with local businesses in their community that they have grown to rely on and count on. In many cases, these dealers are representing other manufacturers as well so that they may serve as a single point of contact or resource for members who may benefit from a blended solution. Unlike some manufacturers, we don't limit ourselves to only one or two dealers in a market. We understand that dealers, like agencies, are unique, and while one may be ideally suited for commercial accounts, they may not be suited for education, government, or public agency members. In fact, we have found, more often than not, that it can take up to 20 dealers to adequately service one state from our clients' perspective.

OFS Brands Inc. currently holds a Region 4 ESC Contract through OMNIA Partners. OFS proposes to utilize its existing national network of OFS representatives and small business dealers to actively promote the OMNIA Partners Contract to the Continental United States, Alaska, Hawaii, and U.S. Territories and Outlying Areas.

Owning our logistics network allows us to take responsibility for every step along the way. We operate a fleet of 400 trailers to ensure a flawless delivery process with no hassles on your end. We have less than .002% damage rate and our online tracking system guarantees an exact delivery time, so you have everything you need when you need it.

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

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

We ask that members include the contract number on all purchase orders to confirm they have selected a Region 4 contract. When orders are entered, our Order Entry department will review each order to ensure that it complies with the pricing and documentation requirement before accepting the order.

Our dealers sign a dealer participation agreement indicating that they understand the commitments and pricing found in our master agreement. Upon award of the contract, the OFS representatives, leadership team, and dealers are required to attend OMNIA Partners contract training and participate in the OFS annual dealer performance review.

A copy of the agency purchase order must accompany the dealer order. The customer has the option of issuing the order directly to OFS or placing an order with the local small business dealer.

As a final step, customers and dealers can receive immediate answers and attention by emailing omnia@ofs.com

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

Dealers would be the only other companies involved. Certain members may choose to address their orders directly to OFS. In that case, our order management department would process the order while customer service would send an acknowledgment of the order with the ship date to the member. Most orders are entered by dealers who have a direct relationship with members. OFS has hundreds of dealers who have participated in our OMNIA Partners contract. Please see the attached list of OFS Authorized OMNIA Partners dealers, which is unique from the balance of OFS dealers. The difference is that the OFS Authorized dealers have received training prior to sales activities to ensure they are aware of the contractual commitments and obligations.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

However, additional dealers are added monthly or as allowed and accepted by Region 4 ESC. Dealers are each able to process orders and to provide all additional services, including receiving products and providing delivery and installation services.

In addition to our hundreds of dealer partners, Styline Logistics has consistently provided quality transportation and logistical services for all our company's furniture manufacturing divisions. We have years of experience in providing specialized handling for various types of furniture, from seating to systems and everything in between.

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

OFS is a fourth-generation family-owned company that has been in business for over 85 years. As a large employer in multiple states, we have a strong impact on the local economy and are committed to workforce development.

We manufacture exclusively in the United States in Indiana, North Carolina, and Kentucky. In 2021, OFS operated under approximately 1,948,132 sq. ft. of manufacturing space within 17 different manufacturing, warehousing, and transportation facilities. Out of those 17 facilities, 13 are manufacturing facilities. We currently operate 4 as raw materials or supply factories. These 4 plants provide the cut veneer, dimensional lumber and cut core material used in the production of our products. One facility is an intermediate supply plant that receives multiple raw materials from our other supply plants and vendors, conducts veneer/laminate layup and edgebanding operations, machines components and ultimately supplies ready-to-assemble components to our finished goods facilities. Recently OFS completed a large state-of-the-art distribution facility (our largest capital project as of 2022) and in 2023 has invested in our largest capital project ever - a new robotics facility in Indiana. We have an online store available to service commercial clients who prefer to purchase day-to-day projects via credit card.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

OFS Brands Inc. respectfully requests that the pricing summary not be made available on the public site. We believe that our competitors can use it to influence their strategies. We prefer and welcome a more comprehensive document that we call a "Client Pricing Summary" to be available through the OMNIA Partners sales force for members requesting a copy.

B. 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

OFS is in the 9th year of our first national cooperative contract which was awarded by Region 4 ESC and made available through TCPN - which was acquired by OMNIA Partners. OFS leadership has been and remains committed to a national contract and specifically OMNIA Partners contract, as a significant go-to-market strategy for public agencies.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

Our employees and sales force will be awaiting the announcement of our new award and its term within the first 10 days of signing the contract. Our digital marketing team strategically uses social media to make our partners and clients aware of breaking developments. Further, we post an announcement to our team through our internal marketing site.

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

OFS would continue with monthly meetings with the OMNIA Partners team to confirm key players and to share and discuss the collective effort of the OFS sales, marketing, and contract departments. Together, we routinely develop the curriculum for field training and exposure to ignite conversation and momentum.

Within the first 90 days, we will launch the program through our monthly sales and marketing webinar, which includes the entire organization to share news and updates regarding the award. Our marketing team will develop new materials that are posted on the company intranet site, "MyOFS.com." Materials include fliers that include the benefits of the contract, eligible agencies, and pricing and compliance details.

Our sales team will meet with representatives and dealers in states where Products and Services will be offered under the Master Agreement within the first 90 days to generate awareness of the contract and the scope, pricing, and compliance details.

All training will be directed by OFS VP Specialty Markets Anna McClelland. Training will be offered periodically to keep new dealers updated. The training content will include Government 101 to ensure that dealers understand the essentials of working with public agencies, from the players to the policies. Training will also include contract details, features, requirements, compliance, product categories/applications, and pricing scenarios. Additionally, all dealers will have a list of people they can contact with questions as they arise regarding these or other topics.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

C. 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 OFS will comply. A meeting will be scheduled with all stakeholders including OMNIA Partners, Region 4 ESC, and the OFS team, to discuss and develop final public-facing documentation to validate a marketing plan and an interaction cadence.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
OFS will update the website to capture the new contract details.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days OFS will comply

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

OFS will participate in any national or regional conference that has proven to be beneficial to the growth of our OMNIA Partners sales or our vertical markets of government, health, and education. We are a founding sponsor of NCPP - National Cooperative Procurement Partners.

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 OFS has not found the NIGP Annual Forum to be valuable in recent years from an exhibitor standpoint. However, OFS will comply if, during conversations OMNIA Partners, they deem it advantageous for the growth of our program.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
OFS Brands is happy to advertise the contract in regional or national publications. We would rely on OMNIA Partners to let us know which periodicals are most effective at reaching their members.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
OFS will comply

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

OFS has and will continue to maintain a dedicated OMNIA Partners internet web-based homepage at
https://ofs.com/resources/contracts/omnia-partners-public-sector
which features the OMNIA Partners logo, contract due diligence documents including original RFP and all contract documents, a client packet, which is a summary of products and pricing, any related marketing materials, and a link to the OMNIA Partners' website.

Additionally, the page features dedicated contact information for both OFS and OMNIA Partners. This site will be updated within the first 90 days and prior to dealer and representative webinars.

A dedicated email address OMNIA@OFS.com is established. OFS toll-free number is 800-521-5381.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

D. 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.

We are eager to market the agreement to our existing customers, most of whom are familiar with our current OMNIA Partners contract and are awaiting a new OFS/OMNIA Partners contract. OFS will transition any existing customer, upon their request, to OMNIA Partners as long as they are eligible.

OFS holds the following contracts:

- GSA
- OMNIA Partners, Public Sector (Region 4 ESC)
- Sourcewell
- Arkansas - an adoption of our Region 4 contract
- CMAS
- Commonwealth of KY
- Connecticut
- Fairfax Co.- an adoption of our Region 4 contract
- Florida
- Georgia
- IPHEC
- Kansas
- Louisiana - an adoption of our Region 4 contract
- MHEC
- Mississippi
- Montana
- New Jersey
- New Mexico
- New York
- North Carolina
- Pennsylvania
- South Carolina
- Wisconsin

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

How will the contract be positioned among other contracts? At OFS all contracts are managed by the Specialty Markets division under the leadership of Anna McClelland. It is a policy and a practice to lead with the OMNIA Partners contract to all eligible members

E. 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.

OFS Brands Inc. will provide OMNIA Partners with our company logo upon request and approves the reproduction of such logo in marketing communications and promotions. OFS Brands Inc. will not use the OMNIA Partners logo without prior permission, as stated.

F. 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

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

OFS Brands Inc. agrees members will receive pricing less than or equal to pricing available through any other non-federal agreement. We will be proactive in direct sales of the Company's Products and Services to Public Agencies nationwide, and the timely follow-up to leads established by OMNIA Partners. We agree with the minimum initiatives as described.

G. 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

OFS confirms and agrees to all of the above. As previously described, all training will be under the direction of OFS VP of Specialty Markets Anna McClelland. This training will take place via webinar and will be offered within the first 90 days and again periodically to keep sales forces and new dealers updated. As required, training will 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 the benefits of the use of cooperative contracts

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

i. Executive Support
Ryan Menke
Chief Revenue Officer
Ph: 812-630-4774
rmenke@ofs.com

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

ii. Marketing
Nick Blessinger
VP of Marketing
Ph: 812-746-9115
nblessinger@ofs.com

iii. Sales
Matt McCormick
National Sales Manager
Ph: 312-480-8522
mmccormick@ofs.com
&
Anna McClelland
VP, Specialty Markets
Ph: 704-771-9003
amcclelland@ofs.com

iv. Sales Support
Andrea Whitworth
Contract Administrator
Ph: 336-870-4050
awhitworth@ofs.com

v. Financial Reporting
Andrea Whitworth
Contract Administrator
Ph: 336-870-4050
awhitworth@ofs.com

vi. Accounts Payable
Rachael Kluesner
Assistant Controller
Ph: 866-637-9328 x7374
rkluesner@ofs.com

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

vii. Contracts

Anna McClelland
VP, Specialty Markets
Ph: 704-771-9003
amcclelland@ofs.com
&
Andrea Whitworth
Contract Administrator
Ph: 336-870-4050
awhitworth@ofs.com

I. 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.

Our organization is a private family-owned business with a lean, empowered leadership team and a dedicated group of OFS/Carolina/ROOM representatives nationwide and internationally. Our President/CEO is Hank Menke, while our Chief Revenue Officer is son Ryan Menke. Reporting to Ryan is Matt McCormick, National Sales Manager. Reporting to Matt are VPs of sales and marketing, including Anna McClelland, VP Specialty Markets, and four Regional VPs who manage sales and distribution throughout their geographies. We are organized in several ways.

We have approximately 1900 employees, including 71 direct employee sales representatives and administrators, plus 89 independent representatives and associates across the country. We have dedicated showrooms in High Point, Atlanta, Huntingburg, Washington DC, New York, Chicago, Dallas, and Los Angeles, as well as representative showrooms in Boston, Columbus, Houston, Denver, San Francisco, and Seattle.

We have a unique distribution model that, unlike many manufacturers, is flexible, with over 1200 independently owned and operated dealers across the world. This model will allow your members to work with local businesses in their community that they have grown to rely on and count on.

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

We prefer this model as it allows for open competition and doesn't force our clients to work with dealers they might otherwise not choose. Our sales representatives and dealers are familiar with our OMNIA Partners contract and for those who are not yet dealers, we are willing to entertain and train dealers who have proven to be a value to your members.

Ryan Menke is the highest-level executive in charge of the sales team. His contact information is:
Ph: 812-630-4774
rmenke@ofs.com

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

The initial steps will include reintroducing the two sales organizations and integrating the municipal, K-12, and higher education teams into the OFS sales teams.

We welcome suggestions, but at a minimum, the following will occur:

- Each sales representative and dealer will participate in training to aid in implementing the new contract
- We will use the OMNIA Connect and the OMNIA Partners managers to access membership information and use it to identify opportunities in an effort to grow sales
- At a minimum monthly contact between Anna McClelland and OMNIA Partners personnel to understand and share trends, legislation, challenges, and opportunities
- In an effort to grow sales, there will be meetings between regional OFS teams and OMNIA Partners regional manager to design and align training, marketing, and sales activities, both to clients and to our dealer network
- We invite the OMNIA Partners team to visit OFS showrooms at least yearly to learn about our latest designs and innovations so that they can speak to our value proposition when meeting directly with clients

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

- To further grow and service the national program, the sales force will offer frequent feedback regarding challenges and opportunities in their market. In response, through contract administration, direct work with the OMNIA Partners regional directors, and the two marketing departments, OFS will adapt the program as needed to increase acceptance and use, meet the needs of public agencies, bring value to those agencies, and grow sales. The growth and servicing of the contract will be validated during monthly meetings between Anna McClelland, Andrea Whitworth and John Hunsche.

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

Anna McClelland and Andrea Whitworth will continue to be the primary contacts between OFS and OMNIA Partners. They will continue to set a rhythm of communication not only with the OMNIA Partners leadership team but also with our Leadership Team and the regional leaders of OMNIA Partners.

The management of the program will also include:

- The reintroduction of the two sales organizations regional teams including integrating the OMNIA Partners municipal, K-12, and higher education teams into the OFS sales teams.
- Anna and Andrea will continue with monthly communication with the Director of Partner Development to align our areas of focus
- Monthly contact with OMNIA Partners marketing to coordinate trade show/summit activities as well as brainstorm new marketing materials and promotions
- Use of OMNIA Connect to measure success
- Andrea will work with the national sales force to add or update dealers to the authorized dealer list
- We will continue to support new client inquiries and registrations through a dedicated OMNIA Partners email address
- Andrea will continue to submit timely reporting and payment of administration fees
- Anna will continue to be responsible for all facets of contract administration

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

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

As a private company, we cannot divulge our segment sales but public agency sales were approximately 13% of our overall sales. Our top 10 Public Agency customers for the same period are listed below along with contact information if available. In most cases, the largest clients consist of a single large project for a given period of time. Those orders are handled by our local representative or dealer and OFS has no direct contact with the end-user. It should also be noted that in most cases a contact may be a buyer who issued an order but that person cannot speak to the project's success. If additional contacts are required, please let us know if you are interested in the project contact or the purchasing agent.

1. State of Georgia $11,268,816
   Contact: Dr. Carl Hall 404-657-4254
2. State of Florida $2,389,257
   Contact: Brenda Wells 850-488-6904
3. State of New York $3,646,681
   Contact: Rachael Smelyansky 518-473-2961
4. State of New Jersey $483,724
   Contact: Anna Marie Miller 609-292-8974
5. State of North Carolina $1,970,653
   Contact: Ian Fox 984-236-0211
6. Caesars Superdome $405,731
   Contact: OFS representative Kelly Joyner
7. Sumner County $313,662
   Contact: OFS representative Carlie Campbell
8. Ft. Worth Independent School District $343,604
   Contact: OFS representative Vicky Klasing
9. Career Services City & County of Denver $279,242
   Contact: OFS representative Joseph Riley
10. Louisiana State University $346,512
    Contact: OFS representative Laurie Martin

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

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

We have implemented automation software for Accounts Payable. Esker on Demand is utilized by AP to process invoices automatically into our operating system "Oracle" as well as offering an electronic workflow for invoice approvals.

Regarding our customer interface, OFS currently uses both EDI protocols and website technologies as its main drivers for internet commerce capabilities. Through these technologies, we are able to handle purchase orders, acknowledgments, advanced shipping notices (ASN), and invoicing. Any additional needs would be accommodated by the in-house Information Technology team. We are working with OMNIA Partners currently to engage the Opus platform for ecommerce.

M. 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").

$___0____.00 in year one
$___0____.00 in year two
$___0____.00 in year three

As a multiple award contract through currently 4 OMNIA Partners furniture contracts, OFS is unable to guarantee sales. However, we anticipate that sales will continue to grow as they have each of the 9 previous years.

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

OFS Brands Inc. Response to Appendix D, Exhibit A

Item 3.0 Supplier Response:

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

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.

OFS agrees with the strategies outlined above for all OMNIA Partners members.

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

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

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

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

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

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $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 Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

(Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 RK 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 RK 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 RK 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 RK 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 RK 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 RK 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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 RK 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 RK Initials of Authorized Representative of offeror

(l) 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 (l) 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that 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 RK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception

to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

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

Offeror's Name: OFS Brands Inc
Address, City, State, and Zip Code: 1204 East Sixth Street, Huntingburg IN 47542
Phone Number: 800-521-5381
Fax Number: no fax available

Printed Name and Title of Authorized Representative: Rachael Kluesner
Email Address: rkluesner@ofs.com
Signature of Authorized Representative: Rachael Kluesner
Date: 4/24/24

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

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) RK 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 RK Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES RK 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: OFS Brands Inc

Address, City, State, and Zip Code: 1204 East Sixth Street, Huntingburg IN 47542

Phone Number: 800-521-5381 Fax Number: no fax available

Printed Name and Title of Authorized Representative: Rachael Kluesner, Asst. Treasurer

Email Address: rkluesner@ofs.com

Signature of Authorized Representative: Rachael A K Date: 4/24/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) 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 and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING 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.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

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. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

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 29C.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 STANDARDSACT

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 suchworkweek.

(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 37C.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. 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, OFS Brands Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Rachael A Kluesner

Signature of Contractor's Authorized Official

Rachael Kluesner, Asst. Treasurer

Name and Title of Contractor's Authorized Official

4/24/24

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. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all

manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **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 Comptroller General.

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.

14. 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.

15. 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.

16. 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."

17. 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."

18. 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."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

Offeror's Name: OFS Brands Inc

Address, City, State, and Zip Code: 1204 East Sixth Street, Huntingburg IN 47542

Phone Number: 800-521-5381 Fax Number: no fax available

Printed Name and Title of Authorized Representative: Rachael Kluesner, Asst. Treasurer

Email Address: rkluesner@ofs.com

Signature of Authorized Representative: Rachael a K

Date: 4/24/24

DOC #1

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: OFS Brands Inc

Organization Address: 1204 E 6th St, Huntingburg IN 47542

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
Robert H Menke, Jr Trust	1204 E 6th St, Huntingburg IN 47542

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
Robert H Menke, Jr Trust	1204 E 6th St, Huntingburg IN 47542

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):	Rachael K Wesner	Title:	Asst. Treasurer

Signature:	[signature]	Date:	4/24/24

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Rachael Kluesner residing in
Huntingburg
(name of municipality) (name of affiant)
in the County of Dubois and State of Indiana of
full age, being duly sworn according to law on my oath depose and say that:

I am Asst. Treasurer of the firm of OFS Brands, Inc
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled RFP 24-01 Furniture, Installation, and Related Services, and that I executed the said proposal with
(title of bid proposal)
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 _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
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 OFS Brands, Inc.

Subscribed and sworn to

before me this day Rachael A K
Signature

April 24, 2024
Cathy J. LaRoche
(Type or print name of affiant under signature)
Cathy J LaRoche
Notary public of Indiana; Dubois County
My Commission expires 03-13-2029

(Seal)

CATHY J LAROCHE
Dubois County
NOTARY PUBLIC
Commission Number
NP0642604
NOTARY SEAL
My Commission Expires March 13, 2029
STATE OF INDIANA

Version March 19, 2024

DOC #3

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

Company Name: OFS Brands Inc

Street: 1204 E 6th St

City, State, Zip Code: Huntingburg, IN 47542

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.

4/24/24
Date

Rachael A K
Authorized Signature and Title

Certificate Number
653646

Registration Date: 06/02/2023
Expiration Date: 06/01/2024

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

OFS Brands, Inc.

2023

Responsible Representative(s):
Robert Menke, Jr., President

Responsible Representative(s):
James Huebner, Secretary

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

DOC #3, continued

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	OFS Brands Inc		
Address:	1204 E 6th St		
City:	Huntingburg	State: IN	Zip: 47542

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

Signature	Printed Name	Title
Rachael A Kluesner	Rachael Kluesner	Asst. Treasurer

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ 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: Robert H. Menke Jr. Trust Home Address: 1204 E 6th St Huntingburg, IN 47542	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 24th day of April, 2024

(Notary Public) Cathy J Laroche

My Commission expires: 03-13-2029

Rachael A Kluesner
(Affiant)

Rachael Kluesner, Asst. Treasurer
(Print name & title of affiant)

(Corporate Seal)

CATHY J LAROCHE
Dubois County
NOTARY PUBLIC
Commission Number
NP0642604
NOTARY SEAL
My Commission Expires March 13, 2029
STATE OF INDIANA

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 24-01 Furniture, Installation, and Related Services

VENDOR NAME: OFS Brands Inc

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

4/24/24
Date

Ryan Menke - CRO
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"[i]) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	04/24/2024 Date
Ryan Menke - CRO Print Name and Title of Vendor's Authorized Representative	30-0056548 Vendor's FEIN
OFS Brands Inc Vendor's Name	866-637-9328 Vendor's Phone Number
1204 E 6th St Vendor's Address (Street Address)	Vendor's Fax Number
Huntingburg, IN 47542 Vendor's Address (City/State/Zip Code)	RMenke@ofs.com Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	OFS BRANDS INC.
Trade Name:	OFS BRANDS INC
Address:	1204 E SIXTH STREET HUNTINGBURG, IN 47542-9375
Certificate Number:	1001011
Effective Date:	July 09, 2003
Date of Issuance:	November 29, 2022

For Office Use Only:

20221129163032743

DOC #9

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.

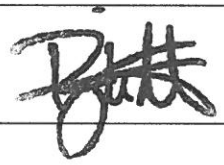
One of the following must be included with submission:

- 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 for further information.

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

Name: Ryan Menke Title: CRO

Signature:  Date: 4/24/24

Certification **53114**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jul-2023** to **15-Jul-2026**

OFS BRANDS, INC.
1204 EAST 6TH STREET
HUNTINGBURG IN 47542

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10
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

BID SOLICITATION # AND TITLE: RFP 24-01 Furniture, Installation, and Related Services

VENDOR NAME: OFS Brands Inc

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder 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 principles 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 principles 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 principles.

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

4/24/24
Date

Ryan Menke - CRO
Print Name and Title

OFS Brands Authorized Dealer List 05.09.2024

Customer Name	Customer Address	City	State	Zip Code
360 OFFICE SOLUTIONS	*PO BOX 30598	BILLINGS	MT	59107
A C DESK COMPANY INC	*249 ELM PL	MINEOLA	NY	11501
A J GRACK BUSINESS INTERIORS	*3364 W 26TH ST	ERIE	PA	16506
A&W SUPPLY / SCHOOL & OFFICE SUPPLY	*PO BOX 23209	KNOXVILLE	TN	37933-1209
AAA BUSINESS SUPPLIES & INTERIORS	*325 MENDELL ST	SAN FRANCISCO	CA	94124
ABLES-LAND INC	*PO BOX 7933	TYLER	TX	75711
ACCENT COMMERCIAL FURNITURE INC	*3 INTERSTATE AVE	ALBANY	NY	12205
ACRE	*4521 HWY 7	MINNEAPOLIS	MN	55416
AEGIS HC LLC	*28511 SILVERTON DR	Laguna Niguel	CA	92677
AGILE INTERIORS-AUSTIN	*1400 LAVACA ST STE 150	AUSTIN	TX	78701
AGILE INTERIORS-HOUSTON	*7110 OLD KATY RD STE 150	HOUSTON	TX	77024
AI CORPORATE INTERIORS INC-AL	*3017 B 2ND AVE S	BIRMINGHAM	AL	35233-3001
ALABAMA CONTRACT SALES INC	*P O BOX 3490	AUBURN	AL	36831
ALFRED WILLIAMS & CO-CHARLESTON	*410 S SALISBURY ST STE 200	Raleigh	NC	27601
ALFRED WILLIAMS & CO-CHARLOTTE	*410 S SALISBURY ST STE 200	RALEIGH	NC	27601
ALFRED WILLIAMS & CO-COLFAX	*410 S SALISBURY ST STE 200	RALEIGH	NC	27601
ALFRED WILLIAMS & CO-COLUMBIA	*410 S SALISBURY ST STE 200	RALEIGH	NC	27601
ALFRED WILLIAMS & CO-GREENVILLE	*410 S SALISBURY ST STE 200	RALEIGH	NC	27601
ALFRED WILLIAMS & CO-NASHVILLE	*410 S SALISBURY ST STE 200	RALEIGH	NC	27601
ALFRED WILLIAMS & CO-RALEIGH	*410 S SALISBURY ST STE 200	RALEIGH	NC	27601
ALIGNED AK	*911 W 8TH AVE STE 101	ANCHORAGE	AK	99501
ALL MAKES OFFICE EQUIPMENT COMPANY	*2558 FARNAM ST	OMAHA	NE	68131
ALL MAKES OFFICE EQUIPMENT COMPANY	*500 E COURT AVE STE 150	DES MOINES	IA	50309
ALL MAKES OFFICE EQUIPMENT COMPANY	*3333 O ST	LINCOLN	NE	68510
ALLSTATE OFFICE INTERIORS INC	*113 N GOLD DR	ROBBINSVILLE	NJ	8691
AMERICAN INTERIORS INC-CLEVELAND	*302 S BYRNE BLDG 100	Toledo	OH	43615
AMERICAN INTERIORS INC-FLORIDA	*302 S BYRNE BLDG 100	Toledo	OH	43615
AMERICAN INTERIORS INC-MICHIGAN	*302 S BYRNE BLDG 100	Toledo	OH	43615
AMERICAN INTERIORS INC-TOLEDO	*302 S BYRNE BLDG 100	TOLEDO	OH	43615
AMERICAN OFFICE / BALTIMORE - 01	*309 N CALVERT ST	BALTIMORE	MD	21202
AMERICAN OFFICE / CHANTILLY - 03	*309 N CALVERT ST	BALTIMORE	MD	21202
AMERICAN OFFICE / CHARLOTTESVILLE - 09	*309 N CALVERT ST	BALTIMORE	MD	21202
AMERICAN OFFICE / GAITHERSBURG - 02	*309 N CALVERT ST	BALTIMORE	MD	21202
AMERICAN OFFICE / NORFOLK - 08	*309 N CALVERT ST	BALTIMORE	MD	21202
AMERICAN OFFICE / RICHMOND - 07	*309 N CALVERT ST	BALTIMORE	MD	21202
AMERICAN OFFICE / WASHINGTON DC-04	*309 N CALVERT ST	BALTIMORE	MD	21202
ANDERSON INTERIORS-PA	*12 PLUM ST	VERONA	PA	15147
AOI FURNITURE SERVICES-OMAHA	*8801 S 137TH CIR	OMAHA	NE	68138
AOS INTERIOR ENVIRONMENTS	*400 POYDRAS ST STE 1700	NEW ORLEANS	LA	70130
APG OFFICE FURNISHINGS INC-AKRON	*12075 NORTHWEST BLVD STE 100	CINCINNATI	OH	45246
APG OFFICE FURNISHINGS INC-CINCINNATI	*12075 NORTHWEST BLVD STE 100	CINCINNATI	OH	45246-1228
APG OFFICE FURNISHINGS INC-CLEVELAND	*12075 NORTHWEST BLVD STE 100	CINCINNATI	OH	45246
APG OFFICE FURNISHINGS INC-MEMPHIS	*12075 NORTHWEST BLVD STE 100	CINCINNATI	OH	45246
APPLICA SOLUTIONS INC	*8575 SUDLEY RD ST D	Manassas	VA	20110
ARENSON OFFICE FURNISHINGS-NJ	*1090 KING GEORGES POST RD STE 0001	EDISON	NJ	8837
ARENSON OFFICE FURNISHINGS-NY	*1115 BROADWAY 6TH FL	NEW YORK	NY	10010
ARENSON OFFICE FURNISHINGS-STAMFORD	*1115 BROADWAY 6TH FLOOR	NEW YORK	NY	10010
ARTHUR P OHARA INC	*2801 CENTRE CIR DR	DOWNERS GROVE	IL	60515
ATMOSPHERE COMMERCIAL INTERIORS-MN	*81 S 9TH ST STE 350	MINNEAPOLIS	MN	55402
ATMOSPHERE COMMERCIAL INTERIORS-NM	*81 S 9TH ST STE 350	MINNEAPOLIS	MN	55402
ATMOSPHERE COMMERCIAL INTERIORS-WI	*81 S 9TH ST STE 350	MINNEAPOLIS	MN	55402
AWE CORPORATE INTERIORS	*910 E OSBORN RD STE A	PHOENIX	AZ	85014
A-Z OFFICE RESOURCE INC-COLUMBIA	*P O BOX 1317	COLUMBIA	TN	38402
BA DESIGNS LLC	*4119 SW SOUTHGATE DR	TOPEKA	KS	66609
BARROWS	*3801 BLUE RIDGE DR SW	ROANOKE	VA	24018
BC INTERIORS	*3550 FRONTIER AVE STE C2	BOULDER	CO	80301
BE WORKPLACE DESIGN	*5159 COMMERCIAL CIR UNIT C	CONCORD	CA	94520
BELL YORKTOWN INC	*333 ADAMS ST	BEDFORD HILLS	NY	10507
BELLIA OFFICE FURNITURE	*ATTN ACCOUNTING	WOODBURY	NJ	8096
BENHAR OFFICE INTERIORS LLC	*148 W 37TH ST 12TH FL	NEW YORK	NY	10018
BFD INTERIORS	*PO BOX 94667	LUBBOCK	TX	79493
BFI-PARSIPPANY NJ	*133 RAHWAY AVE	ELIZABETH	NJ	7202
BIALEK ENVIRONMENTS	*2000 TOWEROAKS BLVD STE 400	ROCKVILLE	MD	20852
BKM OFFICEWORKS	*4780 EASTGATE MALL	SAN DIEGO	CA	92121
BLU SALMON LLC	*15 PALAFOX PL	PENSACOLA	FL	32502
BLUESPACE INTERIORS	*23303 LA PALMA AVE	YORBA LINDA	CA	92887
BMC OFFICE FURNITURE	*320 E GIBSON ST	SCRANTON	PA	18509-3098
BOLD OFFICE SOLUTIONS	*4526 F ST	OMAHA	NE	68117
BORDEN OFFICE EQUIPMENT COMPANY	*141 N 5TH ST	STEUBENVILLE	OH	43952
BOS IL	*501 S GARY AVE	ROSELLE	IL	60172
BOS TAMPA	*1600 E 8TH AVE STE C-201	TAMPA	FL	33605
BRENNANS OFFICE INTERIORS INC	*1045 ANDREW DR STE A2	WEST CHESTER	PA	19380

BROOKS & COLLIER INC	*813 MERIDIAN ST	HUNTSVILLE	AL	35801
BROTHERS BUSINESS INTERIORS	*400 S 5TH ST	MILWAUKEE	WI	53204
BUFFALO OFFICE INTERIORS INC	*1418 NIAGARA ST	BUFFALO	NY	14213
BUILDING SERVICE INC	*W222 N630 CHEANEY RD	WAUKESHA	WI	53186-1697
BUSINESS INTERIORS - BIRMINGHAM	*2309 5TH AVE S	BIRMINGHAM	AL	35233
BUSINESS INTERIORS - FL	*2309 5TH AVE S	BIRMINGHAM	AL	35233
BUSINESS INTERIORS - IRVING	*1111 VALLEY VIEW LN	IRVING	TX	75061
BUSINESS INTERIORS - JACKSON	*PO BOX 1528	RIDGELAND	MS	39158
BUSINESS PRODUCTS & SERVICES INC	*1616 BASSETT AVE	EL PASO	TX	79901
CAL BENNETTS	*615 N PLZ DR	VISALIA	CA	93291
CANFIELD BUSINESS INTERIORS INC	*402 W 9TH ST	SIOUX FALLS	SD	57104
CAPITAL OFFICE SYSTEMS-AK	*1120 E 35TH AVE	ANCHORAGE	AK	99508
CAROLINA BUSINESS INTERIORS-BRENTWOOD TN	*7111 COMMERCE WAY	Brentwood	TN	37027
CAROLINA BUSINESS INTERIORS-CHARLOTTE	*4020 YANCEY RD	CHARLOTTE	NC	28217
CAROLINA BUSINESS INTERIORS-KNOXVILLE	*4020 YANCEY RD	Charlotte	NC	28217
CAROLINA BUSINESS INTERIORS-SOUTH CAROLINA	*4020 YANCEY RD	CHARLOTTE	NC	28217
CAROLINA FURNISHING & DESIGN	*PO BOX 348	WEST END	NC	27376
CARROLLTON OFFICE EQUIPMENT CO INC	*104 PINE KNOLL DR	CARROLLTON	GA	30117
CATALYST WORKPLACE ACTIVATION-SEATTLE	*1285 122ND AVE NE	BELLEVUE	WA	98005
CCG LLC	*358 S RIO GRANDE	SALT LAKE CITY	UT	84101
CFI-COMMERCIAL FURNITURE INTERIORS	*1154 RTE 22 W	MOUNTAINSIDE	NJ	7092
CHANDLER BUSINESS INTERIORS	*144 EASTMONT AVE	EAST WENATCHEE	WA	98802
CHRISTIANSON'S BUSINESS FURNITURE	*2828 13TH AVE S	FARGO	ND	58103
CI GROUP BATON ROUGE	*12115 28TH ST N	SAINT PETERSBURG	FL	33716
CI GROUP CENTRAL FLORIDA	*12115 28TH ST N	SAINT PETERSBURG	FL	33716
CI SELECT CORPORATE INTERIORS CO-MO	*11840 WESTLINE INDUSTRIAL DR	MARYLAND HEIGHTS	MO	63146
CK OFFICE DESIGNS	*5645 CORAL RIDGE DR #395	Coral Springs	FL	33076
COCRE8 INTERIORS	*12955 GRAVOIS RD	Saint Louis	MO	63127
COFCO-PA	*2200 NORTH AMERICAN ST	PHILADELPHIA	PA	19133
COLEMANS OFFICE & SCHOOL PRODUCTS	*813 2ND ST	CONWAY	AR	72032
COMMERCIAL BUSINESS INTERIORS	*6927 US HIGHWAY 49 NORTH	HATTIESBURG	MS	39402
COMMERCIAL DESIGN SERVICES - CENTRAL & N FL	*5805 BARRY RD	TAMPA	FL	33634
COMMERCIAL DESIGN SERVICES - JVILLE	*5805 BARRY RD	Tampa	FL	33634
COMMERCIAL FURNITURE SERVICES INC	*4301 HWY 7	SAINT LOUIS PARK	MN	55416
COMMERCIAL OFFICE ENVIRONMENTS INC	*7301 ZIONSVILLE RD	INDIANAPOLIS	IN	46268
COMMERCIAL OFFICE INTERIORS-WA	*300 ELLIOTT AVE W STE 300	SEATTLE	WA	98121
COMMON SENSE OFFICE FURNITURE	*820 W WASHINGTON ST	ORLANDO	FL	32805
COMMONWEALTH OF PENNSYLVANIA	*COMMONWEALTH OF PENNSYLVANIA-PO INVOI(	HARRISBURG	PA	17106
COMPASS OFFICE SOLUTIONS LLC	*2450 HOLLYWOOD BLVD STE 401	HOLLYWOOD	FL	33020
COMPLETE OFFICE SUPPLY	*7209 E 86TH ST	INDIANAPOLIS	IN	46250
CONTEMPORARY GALLERIES-CHARLESTON	*P O BOX 2829	CHARLESTON	WV	25330
CONTINENTAL OFFICE ENVIRONMENTS-OH	*5061 FWY DR E	COLUMBUS	OH	43229
CONTINENTAL OFFICE ENVIRONMENTS-PA	*5149 BUTLER ST	Pittsburgh	PA	15201
CONTRACT ASSOCIATES INC-ALBUQUERQUE	*219 CENTRAL AVE NW STE 100	ALBUQUERQUE	NM	87102
CONTRACT ASSOCIATES INC-EL PASO	*219 CENTRAL AVE NW STE 100	Albuquerque	NM	87102
CONTRACT DESIGN ASSOC INC-MISSOULA	*1 NORTH MONROE	SPOKANE	WA	99201
CONTRACT DESIGN ASSOC INC-SPOKANE	*1 NORTH MONROE	SPOKANE	WA	99201
CONTRACT FURNISHINGS INC-DENVER	*3115 E 40TH AVE	DENVER	CO	80205
CONTRACT SOURCE	*2 CORP CTR	BROADVIEW HEIGHTS	OH	44147
COORDINATED RESOURCES-SAN FRANCISCO	*585 HOWARD ST	SAN FRANCISCO	CA	94105
CORPORATE CONCEPTS - IL	*500 WATERS EDGE STE 200	LOMBARD	IL	60148
CORPORATE DESIGN CHOICE INC	*2112 NW 99TH AVE	Doral	FL	33172
CORPORATE ENVIRONMENTS A PREMIER CO	*2601 BAGLYOS CIR	BETHLEHEM	PA	18020
CORPORATE ENVIRONMENTS INTERNATIONAL	*841 BISHOP ST	HONOLULU	HI	96813
CORPORATE ENVIRONMENTS-GA	*1636 NE EXPRESSWAY	ATLANTA	GA	30329
CORPORATE FACILITIES OF NJ LLC	*7001 N PARK DR	Pennsauken	NJ	8109
CORPORATE FURNITURE OPTIONS INC	*2849 SW 42ND AVE	PALM CITY	FL	34990
CORPORATE INTERIOR SYSTEMS INC	*3311 E BROADWAY STE A	PHOENIX	AZ	85040
CORPORATE INTERIORS & SALES INC	*1329 MORGANTON RD	FAYETTEVILLE	NC	28305
COUNTY OFFICE PRODUCTS INC	*110 5TH ST	CHARLESTON	IL	61920
CREATIVE BUSINESS INTERIORS - RALEIGH	*8720 FLEET SERVICE DR	RALEIGH	NC	27617
CREATIVE BUSINESS INTERIORS-WI	*1535 S 101ST ST	MILWAUKEE	WI	53214
CREATIVE OFFICE ENVIRONMENTS-VA	*11798 N LAKERIDGE PKWY	ASHLAND	VA	23005
CREATIVE OFFICE FURNISHINGS	*721 LEGION WAY SE	OLYMPIA	WA	98501
CREATIVE OFFICE INTERIORS	*141 ELLIOTT ST E	HARTFORD	CT	6114
CREATIVE OFFICE RESOURCES INC-MA	*263 SUMMER ST	BOSTON	MA	2210
CREATIVE OFFICE RESOURCES/CREATIVE OFC PAV-MA	*44 THOMSON PL	BOSTON	MA	2210
CREATIVE OFFICE RESOURCES/CREATIVE OFC PAV-MAINE	*44 THOMSON PL	BOSTON	MA	2210
CREATIVE OFFICE RESOURCES/CREATIVE OFC PAV-NYC	*44 THOMSON PL	BOSTON	MA	2210
CREATIVE OFFICE RESOURCES/CREATIVE OFC PAV-RHODE ISLAND	*44 THOMSON PL	BOSTON	MA	2210
CREATIVE OFFICE RESOURCES/CREATIVE OFC PAV-WORCESTER	*44 THOMSON PL	BOSTON	MA	2210
CREATIVE OFFICE SOLUTIONS & MORE INC	*497 NE 114 ST	NORTH MIAMI	FL	33161
CSI FULLMER	*131 N EL MOLINO AVE #170	PASADENA	CA	91101
CULTURA	*5010 SHOREHAM PL STE 110	SAN DIEGO	CA	92122

CURATE WORKPLACE	*6120 GREENWOOD PLAZA BLVD	GREENWOOD VILLAGE	CO	80111
CWC FURNITURE-GA	*4343 NE EXPY	ATLANTA	GA	30340
D&R OFFICE WORKS INC	*9956 BALDWIN PL	EL MONTE	CA	91731
D&T WHOLESALE OFFICE FURNITURE	*1219 MACARTHUR DR	ALEXANDRIA	LA	71303
DANCKER SELLEW & DOUGLAS-BALTIMORE MD	*509 S EXETER ST 3RD FL	Baltimore	MD	21202
DANCKER SELLEW & DOUGLAS-CAP HEIGHTS MD	*9200 ALAKING CT STE 100	Capitol Heights	MD	20743
DANCKER SELLEW & DOUGLAS-NJ	*291 EVANS WAY	SOMERVILLE	NJ	8876
DAVIES OFFICE REFURBISHING	*40 LOUDONVILLE RD	ALBANY	NY	12204
DBI BUSINESS INTERIORS LLC	*912 E MICHIGAN AVE	LANSING	MI	48912
DE CLERCQ OFFICE GROUP-ROWAYTON	*112 ROWAYTON AVENUE	ROWAYTON	CT	6853
DEBNER & COMPANY	*6930 PORTWEST DR	HOUSTON	TX	77024
DESERT BUSINESS INTERIORS LLC	*74210 HIGHWAY 111 STE C	Palm Desert	CA	92260
DESIGN RESOURCE GROUP - DENVER	*2307 CHAMPA ST	DENVER	CO	80205
DIVERSIFIED RESOURCE GROUP	*6410 ATLANTIC BLVD STE 340	Peachtree Corners	GA	30071
DOURON INC (ABF)	*10 PAINTERS MILL RD	OWINGS MILLS	MD	21117
DRB BUSINESS INTERIORS	*153 REGENT ST STE 2000	SARATOGA SPRINGS	NY	12866
DUET RESOURCE GROUP-WI	*224 S 1ST ST	Milwaukee	WI	53204
DUNDAS OFC INTERIORS INC-HELENA	*3730 N MONTANA	Helena	MT	59601
DUPLER OFFICE	*330 W SPRING ST STE 150	COLUMBUS	OH	43215
EAKES OFFICE SOLUTIONS	*P O BOX 2098	GRAND ISLAND	NE	68802-2098
EDUCATIONAL FURNITURE SOLUTIONS LLC	*536 N TROOPER RD	NORRISTOWN	PA	19403
EGYPTIAN BUSINESS FURNITURE	*129 W MAIN ST	BELLEVILLE	IL	62220
ELEMENTS	*2501 BLAKE ST	DENVER	CO	80205
EMMONS BUSINESS INTERIORS LLC	*ACCTS PAYABLE	GERMANTOWN	WI	53022-0640
EMPIRE OFFICE INC - FL	*396 ROUTE 6 & 209 STE 3A	Milford	PA	18337
EMPIRE OFFICE INC - GEORGIA	*1320 RIDGELAND PKWY	ALPHARETTA	GA	30004
ENCOMPAS CORPORATION	*1512 GRAND BLVD	KANSAS CITY	MO	64108
ENRICHING SPACES	*1360 KEMPER MEADOW DR	CINCINNATI	OH	45240
ENVIRONMENTS NW	*2055 NW SAVIER ST	PORTLAND	OR	97209
ENVISION COLLABORATIVE INTERIORS	*1732 NEWPORT HWY STE 6	SEVIERVILLE	TN	37876
ESPACE CONCEPTS LLC	*147 MILL RIDGE RD STE 123	Lynchburg	VA	24502
EVENSONBEST LLC-DC	*55 FIFTH AVE	NEW YORK	NY	10003
EVENSONBEST LLC-NY	*55 FIFTH AVE	NEW YORK	NY	10003
EVO BUSINESS ENVIRONMENTS	*415 N MCKINLEY STE 1250	LITTLE ROCK	AR	72205
EXTERUS BUSINESS FURNITURE-ME	*82 HANOVER ST STE 4	Portland	ME	4101
EXTERUS BUSINESS FURNITURE-VT	*4750 SHELBURNE RD	SHELBURNE	VT	5482
FACILITEC-ST LOUIS	*11550 PAGE SRV DR #100	SAINT LOUIS	MO	63146
FACILITEQ AZ LLC	*555 W TURNEY AVE STE 108	PHOENIX	AZ	85013
FACILITIES RESOURCE GROUP INC	*6915 SPANISH FORT BLVD	SPANISH FORT	AL	36527
FACILITY DESIGNS	*7511 N PALM BLUFFS AVE STE 101	FRESNO	CA	93711-6096
FACILITY INTERIORS INC-AUSTIN	*3300 N IH-35 STE 145	AUSTIN	TX	78705
FACILITY SERVICES	*4770 CAMPUS DR STE 240	NEWPORT BEACH	CA	92660
FARRELL FLYNNE LLC	*251 N AVE WEST 2ND FL	Westfield	NJ	7090
FERRIS OFFICESMART	*8855 QUIMPER PL	SHREVEPORT	LA	71105
FLUID INTERIORS INC	*100 N 6TH ST SUITE 100A	MINNEAPOLIS	MN	55403
FORWARD SPACE	*650 N WOOD DALE RD	WOOD DALE	IL	60191
FORWARD TILT	*6340 E THOMAS RD	SCOTTSDALE	AZ	85251
FOUR-U OFFICE SUPPLIES INC	*1640 INDUSTRIAL DR	CELINA	OH	45822
FRANK COONEY COMPANY	*700 TOUHY AVE	Elk Grove Village	IL	60007
FREEFORM-BOISE	*176 S CAPITOL BLVD	BOISE	ID	83702
FREEFORM-SPOKANE	*176 S CAPITAL BLVD	BOISE	ID	83702
FROST BARBER INC	*9322 INTERLINE AVE	BATON ROUGE	LA	70809
FURNITURE CONSULTANTS INC-MIAMI	*1450 BROADWAY 27 FL	NEW YORK	NY	10118
FURNITURE MARKETING GROUP-AUSTIN	*6100 W PLANO PKWY STE 1400	PLANO	TX	75093
FURNITURE MARKETING GROUP-HOUSTON	*6100 W PLANO PKWY	PLANO	TX	75093
FURNITURE MARKETING GROUP-PLANO	*6100 W PLANO PKWY STE 1400	PLANO	TX	75093-8203
FURNITURE SOLUTIONS FOR THE WORKPLACE-IN	*1340 CLAY ST	Cincinnati	OH	45202
FURNITURE SOLUTIONS FOR THE WORKPLACE-KY	*1340 CLAY ST	Cincinnati	OH	45202
G/M BUSINESS INTERIORS-RIVERSIDE	*1099 W LA CADENA DR	RIVERSIDE	CA	92501
G/M BUSINESS INTERIORS-SAN DIEGO	*1099 W LA CADENA DR	RIVERSIDE	CA	92501
GATEWAY PRINTING & OFFICE SUPPLY INC (Jones Cook Stationers)	*14803 BULVERDE RD	SAN ANTONIO	TX	78247
GENERAL OFFICE SUPPLY/ACADIANAS OFC PRODUCTS	*PO BOX 81308	Lafayette	LA	70598-0068
GL SEAMAN & COMPANY	*4201 INTERNATIONAL PKWY	CARROLLTON	TX	75007
GOODMANS INC-ALBUQUERQUE	*1400 E INDIAN SCHOOL RD	PHOENIX	AZ	85014
GOODMANS INC-PHOENIX	*1400 E INDIAN SCHOOL RD	PHOENIX	AZ	85014
GOODMANS INC-TUCSON	*3925 N BUSINESS CTR DR	TUCSON	AZ	85705
GRAND RIVER OFFICE LLC	*99 W WESTERN AVE	Muskegon	MI	49442
GRASSROOTS CONTRACT INTERIORS	*255 GREAT ARROW AVE	BUFFALO	NY	14207
GROOMS OFFICE ENVIRONMENTS	*1285 E MONTCLAIR	SPRINGFIELD	MO	65804
HARRIS OFFICE FURNITURE CO INC	*520 KIMBALL AVE NE	ROANOKE	VA	24016
HB WORKPLACES LLC-BOISE	*249 S 400 E	SALT LAKE CITY	UT	84111
HB WORKPLACES LLC-SLC	*249 S 400 E	SALT LAKE CITY	UT	84111
HBI OFFICE SOLUTIONS INC	*308 HWY 75 N STE B	HUNTSVILLE	TX	77320
HDW COMMERCIAL INTERIORS	*2274 W 93RD AVE	MERRILLVILLE	IN	46410

HENRICKSEN & COMPANY - IL (IT & CH)	*1101 W THORNDALE	ITASCA	IL	60143
HENRICKSEN & COMPANY - MN (MN & PS)	*1101 W THORNDALE	ITASCA	IL	60143
HENRICKSEN & COMPANY - NY	*1101 W THORNDALE	ITASCA	IL	60143
HENRICKSEN & COMPANY - WI (MI & MA)	*1101 W THORNDALE	ITASCA	IL	60143
HITOUCH BUSINESS SERVICES-HOUSTON	*PO BOX 102422	COLUMBIA	SC	29224
HOWARD D HAPPY COMPANY	*1393 ST RT 45N	MAYFIELD	KY	42066
HST INTERIOR ELEMENTS	*680 RUNDLE AVE	NASHVILLE	TN	37210
HYPHN	*PO BOX 4207	PORTLAND	OR	97208-4207
ID&A INC-EVANSVILLE	*731 BRENT ST	LOUISVILLE	KY	40204
ID&A INC-LEXINGTON	*731 BRENT ST	LOUISVILLE	KY	40204
ID&A INC-LOUISVILLE	*731 BRENT ST	LOUISVILLE	KY	40204
ID&A INC-NASHVILLE	*731 BRENT ST	LOUISVILLE	KY	40204
ILLINI SUPPLY	*111 ILLINI DR	FORSYTH	IL	62535
IMAGE BUSINESS INTERIORS LLC	*4525 COLUMBUS ST STE 101	Virginia Beach	VA	23462
INDOFF INC-ST LOUIS MO	*PO BOX 46902	SAINT LOUIS	MO	63146-4206
INNERPLAN OFFICE INTERIORS	*7001 INNERPLAN DR	MAUMELLE	AR	72113
INNERSPAICE ARCHITECTURAL INTERIORS LLC-AL	*P O BOX 1911	BIRMINGHAM	AL	35201
INNERSPAICE ARCHITECTURAL INTERIORS LLC-FL	*139 SE EGLIN PKWY	FORT WALTON BEACH	FL	32548
INNOVATIVE BUSINESS FURNITURE INC	*3837 ELM SPGS RD STE B	SPRINGDALE	AR	72762
INNOVATIVE COMMERCIAL ENVIRONMENTS	*9645 SCRANTON RD	SAN DIEGO	CA	92121
INNOVATIVE COMMERCIAL INTERIORS	*806 SILVIA ST	WEST TRENTON	NJ	8628
INNOVATIVE OFFICE SOLUTIONS-MN	*151 E CLIFF RD	BURNSVILLE	MN	55337
INNOVATIVE OFFICE SOLUTIONS-SD	*P O BOX 84040	SIOUX FALLS	SD	57118-4040
INSIDE SOURCE- S CARLOS, S JOSE, STRATEGIC	*985 INDUSTRIAL RD STE 101	SAN CARLOS	CA	94070
INTEGRATED FACILITIES GROUP	*1735 E 2ND ST NORTH STE B	WICHITA	KS	67214
INTELLIGENT INTERIORS INC	*16837 ADDISON RD STE 500	ADDISON	TX	75001
INTEREUM INC	*9800 8TH AVE N	PLYMOUTH	MN	55441
INTERIOR CONTRACT SERVICES	*3939 N JOHN YOUNG PKY STE 100	ORLANDO	FL	32804
INTERIOR ELEMENTS-CHARLOTTE NC	*2821 CENTRAL AVE	RIDGELAND	MS	39157
INTERIOR ELEMENTS-SC	*2821 CENTRAL AVE	RIDGELAND	MS	39157
INTERIOR ENVIRONMENTS-IE CONNECT-CO	*1331 19TH ST	DENVER	CO	80202
INTERIOR INVESTMENTS LLC-IL	*550 BOND ST	LINCOLNSHIRE	IL	60069-4206
INTERIOR INVESTMENTS LLC-MADISON	*4001 FELLAND RD STE M	MADISON	WI	53718
INTERIOR INVESTMENTS LLC-MILWAUKEE	*756 N MILWAUKEE ST STE 100	MILWAUKEE	WI	53202
INTERIOR INVESTMENTS LLC-MO	*9 SUNNEN DR STE 100	SAINT LOUIS	MO	63143
INTERIOR LOGISTICS INC	*1316 E 35TH ST #100	Tulsa	OK	74105
INTERIOR MOTIONS	*1465 PK AVE	EMERYVILLE	CA	94608
INTERIOR SYSTEMS CONTRACT GROUP	*612 N MAIN	ROYAL OAK	MI	48067
INTERIORS BY GUERNSEY	*3863 CENTERVIEW DR	CHANTILLY	VA	20151
INTERIORS FOR BUSINESS INC-CHICAGO	*409 N RIVER ST	BATAVIA	IL	60510
INTERIORS INCORPORATED	*1325 N DUTTON AVE	Santa Rosa	CA	95401
INTEROFFICE	*1630 1ST AVE N STE A	FARGO	ND	58102
INTERPHASE INC-GR	*415 LEONARD ST NW STE 110	GRAND RAPIDS	MI	49504
INTERSTATE OFFICE PRODUCTS	*228 S MAIN AVE	Sioux Falls	SD	57104
ISPACE	*3701 WAYZATA BLVD, STE 425	MINNEAPOLIS	MN	55416
J C WHITE ARCHITECTURAL INT PRODUCTS	*1662 N.W. 215TH ST	MIAMI GARDENS	FL	33056
J TYLER	*5920 MILWEE	HOUSTON	TX	77092
JMJ CORPORATION	*7910 W BROAD ST	RICHMOND	VA	23294
JOHN A MARSHALL-KS LENEXA & WICHITA	*10930 LACKMAN RD	LENEXA	KS	66219-1232
JOHN A MARSHALL-OKLAHOMA CITY	*10930 LACKMAN RD	Lenexa	KS	66219
JOHN A MARSHALL-TULSA	*10930 LACKMAN RD	Lenexa	KS	66219
JOHN WATTS ASSOCIATES	*45 PRATT ST STE 200	Hartford	CT	6103
JULES SELTZER & ASSOCIATES	*9020 W OLYMPIC BLVD	LOS ANGELES	CA	90211
JUST THE RIGHT STUFF	*103 TWIN OAKS DR	SYRACUSE	NY	13206
K OFFICES LLC	*1000 WOODBRIDGE CTR DR	WOODBRIDGE	NJ	7095
KAD ASSOCIATES	*1000 WOODBRIDGE CTR DR STE 124	Woodbridge	NJ	7095
KANSAS CITY OFFICE DESIGN LLC	*119 W GREGORY BLVD #8439	KANSAS CITY	MO	64114
KAY DAVIS ASSOCIATES	*PO BOX 66231	HOUSTON	TX	77266
KBM-HOGUE	*225 W SANTA CLARA ST STE 1550	San Jose	CA	95113
KDA FURNITURE & INTERIORS	*7702 BLUFFTON RD	Fort Wayne	IN	46809
KEENEYS OFFICE SUPPLY/BLUESPACE	*15020 NE 95TH ST	REDMOND	WA	98052
KERR OFFICE GROUP INC	*509 ASSEMBLY DR	ELIZABETHTOWN	KY	42701
KERSHNER OFFICE FURNITURE INC	*600 CLARK AVE	KING OF PRUSSIA	PA	19406
KING BUSINESS INTERIORS INC	*1400 GOODALE BLVD STE 102	Columbus	OH	43212
KYSER OFFICE WORKS INC	*2400 SPRUCE ST	MONTGOMERY	AL	36107
L&M FURNITURE-LITTLE ROCK	*12424 E 55TH ST	TULSA	OK	74146
L&M FURNITURE-NWAR	*12424 E 55TH ST	TULSA	OK	74146
L&M FURNITURE-TULSA	*12424 E 55TH ST	TULSA	OK	74146
LA HARPES OFFICE FURNITURE INC	*PO BOX 3817	LITTLE ROCK	AR	72203
LAKE CHARLES OFFICE SUPPLY	*ATTN ACCTS PAYABLE	Lafayette	LA	70598
LANE OFFICE FURNITURE INC	*256 W 38TH ST 5TH FL	New York	NY	10018
LEXINGTON GROUP	*380 UNION ST	WEST SPRINGFIELD	MA	1089
LIBRARY INTERIORS OF TEXAS	*3503 WILD CHERRY DR STE 4	Lakeway	TX	78738
LINCOLN OFFICE LLC	*6035 N KNOXVILLE AVE	PEORIA	IL	61614

LJ DUFFY INC	*242 W 30TH ST STE #901	NEW YORK	NY	10001
LOTH INC-COLUMBUS	*3574 E KEMPER RD	CINCINNATI	OH	45241
LOUER FACILITY PLANNING INC	*1604 EASTPORT PLZ DR STE 100	COLLINSVILLE	IL	62234
LOWERY MCDONNELL	*960 LIVELY BLVD	WOOD DALE	IL	60191
LUCK COMPANY	*6106 WISTER LN	HOUSTON	TX	77008
M HANSON & CO INC	*33 SE 5TH ST STE 200	Boca Raton	FL	33432
M&M OFFICE INTERIORS	*W233 N2833 ROUNDY CIR W STE 100	PEWAUKEE	WI	53072
M3 LLC	*161 PASADENA AVE STE A	South Pasadena	CA	91030
MACHABEE OFFICE ENVIRONMENTS	*6435 SUNSET CORP DR	LAS VEGAS	NV	89120
MALONE OFFICE ENVIRONMENTS	*PO BOX 509	COLUMBUS	GA	31902
MARX MODA	*751 GRISWOLD ST	Detroit	MI	48226
MB CONTRACT FURNITURE INC	*1001 GALAXY WAY STE 100	CONCORD	CA	94520
MBI-SEATTLE	*P O BOX 84986	SEATTLE	WA	98124-6286
MCCOY ROCKFORD COMMERCIAL INTERIORS-AUSTIN	*6869 OLD KATY RD	HOUSTON	TX	77024
MCCOY ROCKFORD COMMERCIAL INTERIORS-HOUSTON	*6869 OLD KATY RD	HOUSTON	TX	77024
MEDICAL RESOURCES	*8377 C GREEN MEADOWS DR N	LEWIS CENTER	OH	43035
MERCHANTS OFFICE FURNITURE	*2261 N BROADWAY	DENVER	CO	80205
MG WEST/BUSINESS INTERIORS GROUP-CA	*PO BOX 7231	SAN FRANCISCO	CA	94120
MICHAELS OFFICE FURNISHINGS/NORTHERN INT	*5138 CATERPILLAR RD	REDDING	CA	96002-9214
MICHIGAN OFFICE ENVIRONMENTS	*177 PORTAGE RD	KALAMAZOO	MI	49007
MIDWEST OFFICE INTERIORS INC	*10330 ARGONNE WOODS DR	WOODRIDGE	IL	60517
MILES TREASTER & ASSOCIATES	*1810 13TH ST	SACRAMENTO	CA	95811
MILLERS SUPPLIES AT WORK	*PO BOX 1335	NEWINGTON	VA	22122-1335
MILLINGTON LOCKWOOD BUSINESS INTERIORS	*3901 GENESEE ST STE 800	BUFFALO	NY	14225-1310
MISC-GSA	*OFS PO BOX 100	HUNTINGBURG	IN	47542
MODERN BUSINESS INTERIORS-MO	*1023 PORTWEST DR	SAINT CHARLES	MO	63303
MODERN ENVIRONMENTS	*904 ENFIELD CHASE	VIRGINIA BEACH	VA	23452
MODULAR CONCEPTS	*PO BOX 2337	Alabaster	AL	35007
MOI INC-MD-DC-NO VA	*1801 PORTER ST STE 100	BALTIMORE	MD	21244
MOI INC-SO VA	*1801 PORTER ST STE 100	BALTIMORE	MD	21230
MUNSON BUSINESS INTERIORS	*2307 RIVER RD	LOUISVILLE	KY	40206
NATIONAL OFFICE SERVICES INC	*15655 BROOKPARK RD	BROOK PARK	OH	44142
NATIONAL OFFICE SYSTEMS INC	*216 W 42ND ST	SAVANNAH	GA	31401
NAVAJO OFFICE PRODUCTS LLC	*1200 S TAYLOR	AMARILLO	TX	79101
NELSON INTERIORS LLC	*1914 GRANDSTAND DR	SAN ANTONIO	TX	78238
NEW DAY OFFICE PRODUCTS	*1000 BOWEN PKWY	SUFFOLK	VA	23435
NOI-NASHVILLE OFFICE INTERIORS	*611 3RD AVE SOUTH	NASHVILLE	TN	37210
NORBYS WORK PERKS	*11 S 4TH ST	GRAND FORKS	ND	58201
NORDON BUSINESS ENVIRONMENTS	*3300 E WINSLOW AVE	APPLETON	WI	54911
NW OFFICE INTERIORS INC	*6400 SE LAKE RD STE 142	MILWAUKIE	OR	97222
O P/CONTRACT FURNISHERS/HAWAII	*KUKUI PLAZA	HONOLULU	HI	96813
O P/PIGOTT INC-DES MOINES	*3815 INGERSOLL AVE	DES MOINES	IA	50312
O P/PIGOTT INC-SIOUX FALLS	*3815 INGERSOLL AVE	Des Moines	IA	50312
OEC BUSINESS INTERIORS - GAINESVILLE	*1601 NW 80TH BLVD	GAINESVILLE	FL	32606
OFFICE & ERGONOMIC SOLUTIONS	*8480 UTICA AVE	RANCHO CUCAMONGA	CA	91730
OFFICE CONCEPTS LTD	*2302 W 1ST ST STE 4	CEDAR FALLS	IA	50613
OFFICE CREATIONS	*5250 BROOK HOLLOW PKWY	NORCROSS	GA	30071
OFFICE DESIGN GROUP INC	*15375 BARRANCA PKWY STE G109	IRVINE	CA	92618
OFFICE ENVIRONMENTS - CHARLOTTE	*PO BOX 411248	CHARLOTTE	NC	28273
OFFICE ENVIRONMENTS & SERVICES INC	*1524 SAN MARCO BLVD	JACKSONVILLE	FL	32207
OFFICE ENVIRONMENTS INC-PA	*1500 GRUNDYS LANE	BRISTOL	PA	19007
OFFICE FURNITURE & DESIGN CONCEPTS	*7810 25TH COURT E UNIT 104	Sarasota	FL	34243
OFFICE FURNITURE HEAVEN	*79 MADISON AVE FL 8	NEW YORK	NY	10001
OFFICE FURNITURE INC	*28 GARFIELD ST	NEWINGTON	CT	6111
OFFICE FURNITURE OUTFITTERS LLC	*2437 UNIVERSITY COMMONS WAYS	KNOXVILLE	TN	37916
OFFICE FURNITURE WAREHOUSE-POMP BCH	*2099 W ATLANTIC BLVD	POMPANO BEACH	FL	33069
OFFICE IMAGES INC - ROSWELL	*1515 HOLCOMB WOODS PKWY	ROSWELL	GA	30076
OFFICE INTERIORS - IN	*1415 UNIVERSITY DR CT	GRANGER	IN	46530
OFFICE INTERIORS & DESIGN	*1401 DAHLBERG DR STE A	LINCOLN	NE	68510
OFFICE INTERIORS LIMITED	*85 WASHINGTON ST	DOVER	NH	3820
OFFICE INTERIORS OF SOUTH CAROLINA LLC	*146 W PHILLIPS RD	Greer	SC	29650
OFFICE OUTFITTERS & PLANNERS INC	*749 MAIN ST	GRAND JUNCTION	CO	81501
OFFICE PRODUCTS NW/OFFICE INT CONCEPTS	*12600 SW 68TH AVE	PORTLAND	OR	97223
OFFICE RESOURCES INC-AL	*PO BOX 43339	LOUISVILLE	KY	40253
OFFICE RESOURCES INC-TN	*PO BOX 43339	Louisville	KY	40253
OFFICE SPECIALISTS	*4631 44TH ST	Moline	IL	61265
OFFICE WORKS LLC-KNOXVILLE	*6739 BAUM DR	KNOXVILLE	TN	37919
OFFICE WORLD INC	*2065 W 7TH AVE	EUGENE	OR	97402
OFFICESCAPES INC-CO	*2501 BLAKE ST	DENVER	CO	80205
OFFICESCAPES INC-TN	*305 GERMANTOWN BEND CV	CORDOVA	TN	38018
OFFICESOURCE LTD	*1133 BROADWAY ST	SAN ANTONIO	TX	78215
OFFICEVOLUTION LLC	*108 EVERGREEN WAY	Williamsburg	VA	23185
OFFICEWISE FURNITURE & SUPPLY	*12003 TAYLOR ST	AMARILLO	TX	79101
OFFICEWORKS INC-DC	*101 W BROAD ST STE 200	FALLS CHURCH	VA	22046

OFFICEWORKS-FISHERS	*12000 EXIT 5 PKWY	FISHERS	IN	46037
ONE ELEVEN DESIGN	*203 E BERRY ST STE 704	FORT WAYNE	IN	46802
ONE WORKPLACE LLC	*2500 DE LA CRUZ BLVD	SANTA CLARA	CA	95050
ONESOURCE OFFICE INTERIORS INC	*2950 NW YEON AVE	PORTLAND	OR	97210
ONE WORKPLACE WASHINGTON	*5601 6TH AVE S STE 470	SEATTLE	WA	98108
P E M CO EDUCATIONAL FURN & EQUIP INC	*1700 N HIGHLAND RD, STE 107	Pittsburgh	PA	15241
PACIFIC OFFICE INTERIORS	*5304 DERRY AVE STE Z	AGOURA HILLS	CA	91301
PACIFICWRO	*825 NE MULTNOMAH ST STE 270	PORTLAND	OR	97232
PARAGON COMMERCIAL INTERIORS	*210 EMERSON PL STE 300	DAVENPORT	IA	52801
PARAMETERS LTD	*705 MARQUETTE AVE S STE 1000	MINNEAPOLIS	MN	55403
PARAMOUNT FMS	*72 READINGTON RD	BRANCHBURG TOWNSHI	NJ	8876
PARRON HALL OFFICE INTERIORS	*9655 GRANITE RIDGE DR STE 100	SAN DIEGO	CA	92123
PBI INC-NC	*123 SWEETEN CREEK RD STE A	ASHEVILLE	NC	28803
PC&A BUSINESS ENVIRONMENTS-VA	*7420 CENTRAL BUSINESS PK DR	NORFOLK	VA	23513
PEABODY OFFICE FURNITURE CORP-MA	*234 CONGRESS ST	BOSTON	MA	2110
PEAR WORKPLACE SOLUTIONS	*1515 ARAPAHOE ST TOWER 1	DENVER	CO	80202
PEOPLESPACE - PORTLAND	*17800 MITCHELL N	IRVINE	CA	92614
PEOPLESPACE - SF BAY	*1731 TECHNOLOGY DR STE 100	San Jose	CA	95110
PERRY OFFICE PLUS	*PO BOX 1200	TEMPLE	TX	76503
PETTUS OFFICE PRODUCTS	*2 FREEWAY DR	LITTLE ROCK	AR	72204
PETTUS OFFICE PRODUCTS DBA ML BATH CO	*2 FREEWAY DR	Little Rock	AR	72204
PHILLIPS WORKPLACE INTERIORS	*6345 FLANK DR STE 1200	HARRISBURG	PA	17112
PIVOT INTERIORS INC-LOS ANGELES	*3355 SCOTT BLVD STE 110	SANTA CLARA	CA	95054
PIVOT INTERIORS INC-SAN FRANCISCO	*3355 SCOTT BLVD STE 110	SANTA CLARA	CA	95054
PIVOT INTERIORS INC-SILICON VALLEY	*3355 SCOTT BLVD STE #110	SANTA CLARA	CA	95054
PMC COMMERCIAL INTERIORS	*1331 SUNDAY DR	RALEIGH	NC	27607
PRADERE OFFICE PRODUCTS	*7655 W 20TH AVE	HIALEAH	FL	33014
PREMIER OFFICE SOLUTIONS INC	*601 DAVISVILLE RD	WILLOW GROVE	PA	19090
PRENTICE OFFICE ENVIRONMENTS	*472 FRANKLIN ST	BUFFALO	NY	14202
PREVOLV-MN	*2635 UNIVERSITY AVE W STE 120	ST PAUL	MN	55114
PRICE MODERN	*2604 SISSON ST	BALTIMORE	MD	21211
PRINTERS & STATIONERS INC	*113 N COURT ST P O BOX T	FLORENCE	AL	35631
PROFESSIONAL OFFICE ENVIRONMENTS INC	*222 MILLWELL DR	MARYLAND HEIGHTS	MO	63043
PROSPACE INTERIORS INC	*50 HEINZ ST	DELTA	CO	81416
R GEORGE & ASSOCIATES INC	*PO BOX 2854	DELAND	FL	32721-2854
RCF GROUP-CLEVELAND	*6454 CENTRE PARK DR	WEST CHESTER	OH	45069
RCF GROUP-LOUISVILLE	*6454 CENTRE PARK DR	WEST CHESTER	OH	45069
RED THREAD-CT	*293 BOSTON POST RD W	MARLBOROUGH	MA	1752
RE-DISTRICT	*66 CANAL CTR PLAZA STE 310	ALEXANDRIA	VA	22314
RENO BUSINESS INTERIORS INC	*427 RIDGE ST STE D	RENO	NV	89501
RESOURCE ONE	*321 E ADAMS ST	SPRINGFIELD	IL	62701
RJE BUSINESS INTERIORS LLC-IN	*621 E OHIO ST	INDIANAPOLIS	IN	46202
RJE BUSINESS INTERIORS LLC-KY	*601 E OHIO ST	INDIANAPOLIS	IN	46202
RJE BUSINESS INTERIORS LLC-OH	*601 E OHIO ST	INDIANAPOLIS	IN	46202
ROSE CITY OFFICE FURNISHINGS	*5130 N BASIN	PORTLAND	OR	97217
SAMCLAR	*1221 DIAMOND WAY	CONCORD	CA	94520
SAMCO BUSINESS PRODUCTS	*3612 W TRUMAN BLVD	JEFFERSON CITY	MO	65109
SAMUELS GROUP	*311 FINANCIAL WAY STE 300	WAUSAU	WI	54401
SCHWERDT CONTRACT INTERIORS INC	*2231 SW WANAMAKER RD STE 203	TOPEKA	KS	66614
SCOTT RICE-OKLAHOMA CITY	*6900 N BRYANT AVE	OKLAHOMA CITY	OK	73121
SEATS & STATIONS INC	*1430 BLUE OAKS BLVD STE 150	ROSEVILLE	CA	95747
SEDGWICK BUSINESS INTERIORS LLC-ROCH	*176 ANDERSON AVE	ROCHESTER	NY	14607
SEDGWICK BUSINESS INTERIORS LLC-SYR	*100 W COURT ST	SYRACUSE	NY	13204
SHEEHANS OFFICE INTERIORS	*524 PARK AVENUE	PORTSMOUTH	RI	2871
SHELTON KELLER GROUP INC	*6301 E STASSNEY LN BLDG 9 STE 100	AUSTIN	TX	78744-3069
SHEPPARDS BUSINESS INTERIORS	*725 S 72ND ST	OMAHA	NE	68114
SHERIDAN GROUP	*2045 PONTIUS AVE	LOS ANGELES	CA	90025
SHORE TOTAL OFFICE	*10065 OLD GROVE STE 200	SAN DIEGO	CA	92131
SMART OFFICE INTERIORS INC	*601 PINE AVE STE A	Goleta	CA	93117
SMITHWORX	*49 SANDFORD FERRY CT	FREDERICKSBURG	VA	22406
SOURCE CREATIVE OFFICE INTERIORS	*18600 MACARTHUR BLVD STE 400	Irvine	CA	92612
SOURCE OFFICE & TECHNOLOGY	*13350 W 43RD DR	GOLDEN	CO	80403
SPACE INC-MI	*3142 VANTAGE PT DR	MIDLAND	MI	48640
SPACES GROUP LLC-TN	*7760 TRINITY RD STE 106	CORDOVA	TN	38018
SPACES INC-KS	*14950 W 86TH ST	LENEXA	KS	66215
SPACES INC-OK	*2801 COLTRANE PL STE 1	EDMOND	OK	73034
SPECIALIZED MARKETING LTD	*888 BESTGATE RD	ANNAPOLIS	MD	21401
SPENCER & COMPANY	*150 TURTLE CREEK BLVD STE 205	DALLAS	TX	75207
STAMFORD OFFICE FURNITURE	*328 SELLECK ST	STAMFORD	CT	6902
STANDARD COMMERCIAL INTERIORS	*DIV OF MMR ENTERPRISES INC	ALBANY	NY	12204
STATE UNIVERSITY OF NY AT BINGHAMTON	*P O BOX 6000 ACCOUNTS PAYABLE	BINGHAMTON	NY	13902-6000
STILES OFFICE SOLUTIONS	*601 W INDUSTRIAL PARK RD	CARBONDALE	IL	62901
STOREY KENWORTHY COMPANY	*309 LOCUST ST	DES MOINES	IA	50309
STORR OFFICE ENVIRONMENTS INC-RALEIGH	*10800 WORLD TRADE BLVD	RALEIGH	NC	27617

SULLIVANS OFFICE SUPPLY INC-MS	*P O BOX 1007	STARKVILLE	MS	39760-1007
SUPPLY SOURCE INC-HARRISBURG	*415 W 3RD ST	WILLIAMSPORT	PA	17701
SUPPLY SOURCE INC-W PA	*415 W 3RD ST	WILLIAMSPORT	PA	17701
SYNERGY A HENRICKSEN COMPANY	*800 6TH AVE S STE 200	NASHVILLE	TN	37203
SYSTEMS FURNITURE INC	*125 S BROADWAY	DE PERE	WI	54115
SYSTEMS SOURCE-IRVINE/ORANGE CO	*4685 MACARTHUR CT	NEWPORT BEACH	CA	92660
SYSTEMS SOURCE-LOS ANGELES	*4685 MACARTHUR CT	NEWPORT BEACH	CA	92660
SYSTEMS SOURCE-PORTLAND	*4685 MACARTHUR CT	NEWPORT BEACH	CA	92660
SYSTEMS SOURCE-SAN DIEGO	*4685 MACARTHUR CT	NEWPORT BEACH	CA	92660
SYSTEMS SOURCE-SEATTLE	*4685 MACARTHUR CT	NEWPORT BEACH	CA	92660
TANGRAM INTERIORS-DALLAS	*9200 SORENSEN AVE	SANTA FE SPRINGS	CA	90670
TANGRAM INTERIORS-FRESNO	*9200 SORENSEN AVE	SANTA FE SPRINGS	CA	90670
TANGRAM INTERIORS-SANTA FE SPRINGS	*9200 SORENSEN AVE	SANTA FE SPRINGS	CA	90670
TECH VALLEY OFFICE INTERIORS INC	*30 KROFT AVE	Albany	NY	12205
TEXAS WILSON OFC FURN & SRV (CAPROCK)	*6812 FAIRGROUNDS PKWY	SAN ANTONIO	TX	78238
THE COLLECTIVE-SAN JOSE	*2150 N 1ST ST STE 100	SAN JOSE	CA	95131
THE SUPPLY ROOM/MEGA OFFICE	*PO BOX 1810	ASHLAND	VA	23005
THE SYSTEMCENTER INC	*1738 SILVA ST	HONOLULU	HI	96819
THE TELCAR GROUP	*25 ANDREA RD	HOLBROOK	NY	11741
THIEMANN OFFICE PRODUCTS INC	*PO BOX 9448	TERRE HAUTE	IN	47808
THINK OFFICE LLC	*1320 E 68TH AVE STE 101	ANCHORAGE	AK	99518
THOMAS INTERIOR SYSTEMS INC	*476 BRIGHTON DR	BLOOMINGDALE	IL	60108-3100
THREE RIVERS BUSINESS INTERIORS	*3253 ST JOE CTR RD	FORT WAYNE	IN	46835
TODAYS OFFICE - LITTLE ROCK	*717 W 7TH ST	LITTLE ROCK	AR	72201
TOTAL OFFICE CONCEPTS INC	*PO BOX 923	WALLA WALLA	WA	99362
TOTAL OFFICE SOLUTIONS-TX	*216 SCHROEDER DR	WACO	TX	76710-7364
TRANSACT COMMERCIAL FURNISHINGS INC	*2034 N 3RD ST	Phoenix	AZ	85004
TRANSAMERICAN OFFICE FURN CO-PHILLY	*3800 MAIN ST	PHILADELPHIA	PA	19127
TRI-COUNTY OFC FURN INC-SANTA BARBARA	*1013 STATE ST	SANTA BARBARA	CA	93101
TRI-STATE OFFICE FURNITURE	*1 SEXTON RD	Mckees Rocks	PA	15136
TROPE GROUP INC	*2305 CIRCADIAN WAY	SANTA ROSA	CA	95407
TUCSON BUSINESS INTERIORS INC	*305 S EUCLID AVE #107	TUCSON	AZ	85719
TURNERBOONE CONTRACT LLC	*957 W MARIETTA ST NW	ATLANTA	GA	30318
UNISOURCE SOLUTIONS INC-PICO RIVERA	*8350 REX RD	PICO RIVERA	CA	90660
US BUSINESS PRODUCTS INC	*PO BOX 9172	DOTHAN	AL	36304
VEYER LLC - PITTSBURGH	*PO BOX 982212	EL PASO	TX	79998
WB MASON - MA	*59 CENTRE ST	BROCKTON	MA	2303
WB MASON - MD	*59 CENTRE ST	Brockton	MA	2303
WB MASON - PHILADELPHIA	*59 CENTRE ST	Brockton	MA	2303
WB WOOD NY	*175 MORRISTOWN RD	BASKING RIDGE	NJ	7920
WESTERN CONTRACT FURNISHERS	*2600 CAPITOL AVE STE 300	SACRAMENTO	CA	95816
WESTERN OFFICE EQUIPMENT	*317 2ND ST S	GREAT FALLS	MT	59405
WESTERN OFFICE INTERIORS INC	*515 S FIGUEROA ST STE 101	LOS ANGELES	CA	90071
WESTMORELAND CONTRACT FURNITURE	*1572 WOODWARD DR EXT	GREENSBURG	PA	15601
WHL SPACES	*1502 SAWYER ST #104	Houston	TX	77007
WIDMER INC-PEORIA	*8415 N ALLEN RD	PEORIA	IL	61615
WILEY OFC FURNITURE-SPRINGFIELD	*301 E LAUREL ST	SPRINGFIELD	IL	62703
WILLIAMS INTERIOR DESIGNS INC	*4449 EASTON WAY 2ND FL	COLUMBUS	OH	43219
WILSON BAUHAUS INTERIORS LLC	*5051 PULASKI ST	DALLAS	TX	75247
WITTIGS OFFICE INTERIORS	*2018 AVE B, STE 300	SAN ANTONIO	TX	78215
WORKING SPACES INC-CO	*1212 S BROADWAY STE 100	DENVER	CO	80210
WORKPLACE RESOURCE - COLORADO SPRINGS	*9600 E 40TH ST	Denver	CO	80238
WORKPLACE RESOURCE - DENVER	*9600 E 40TH AVE	DENVER	CO	80238
WORKPLACE RESOURCE GROUP	*2639 E ROSEMEADE PKWY	CARROLLTON	TX	75007-2303
WORKPLACE RESOURCE LLC-AUSTIN (ALFRED WILLIAMS)	*4400 NE LOOP 410	SAN ANTONIO	TX	78218
WORKPLACE RESOURCE LLC-LOUISIANA	*4400 NE LOOP 410 STE 310	SAN ANTONIO	TX	78218
WORKPLACE RESOURCE LLC-SAN ANTONIO (ALFRED WILLIAMS)	*4400 NE LOOP 410 STE 130	SAN ANTONIO	TX	78218
WORKPLACE SOLUTIONS-DALLAS	*1505 HILINE DR STE 100	DALLAS	TX	75207
WORKPLACE SOLUTIONS-VA	*317 VILLAGE DR STE 103	VIRGINIA BEACH	VA	23454
WORKPOINTE-SEATTLE	*9877 40TH AVE S	SEATTLE	WA	98118
WORKSCAPE INC	*2912 E CARSON ST	PITTSBURGH	PA	15203
WORKSCAPES INC-CENTRAL FL	*3225 E CLARK ST	TAMPA	FL	33605
WORKSCAPES INC-JACKSONVILLE	*3225 E CLARK ST	TAMPA	FL	33605
WORKSPACE COMPANY	*261 N 3RD ST	PHILADELPHIA	PA	19106
WORKSPACE INC	*309 LOCUST ST	DES MOINES	IA	50309
WORKSPACE INTERIORS	*PO BOX 809	KINGSPORT	TN	37662
WORKSPACE RESOURCE INC	*404 S BOULDER AVE	TULSA	OK	74103
WORKSPACE RESOURCE-TX	*12280 I-45 S STE C	CONROE	TX	77304
WORKSPACE SOLUTIONS INC-SAN ANTONIO	*3660 THOUSAND OAKS STE 220	SAN ANTONIO	TX	78247
WRIGHTS FURNITURE INC	*113 N MAIN PO BOX 231	DIETERICH	IL	62424
WRK LAB INC	*3605 NW 115TH AVE	Doral	FL	33178
XOTIVE FACILITY SOLUTIONS INC	*12 VETERANS SQ STE 3	Media	PA	19063
YOUNG OFFICE ENVIRONMENTS-COLUMBIA	*1280 RIDGE RD	GREENVILLE	SC	29607

OFS Brands Inc - Master Rep Listing

	First Name	Last Name	Title	City	State
West	**Scott**	**Davis**	**Regional Vice President**	**Los Angeles**	**CA**
	Mike	McFarlane	VPI	Boise	ID
	Dana	Wood	VPI	Beaverton	OR
	Marvin	Messall	VPI	Seattle	WA
	Trina	Adams	VPI	Seattle	WA
	Laura	Sisco	VPI	Seattle	WA
	Stacey	Myers	Maven	San Francisco	CA
	Sarah	Reyes	Maven	San Francisco	CA
	Nancy	Berry	Maven	San Francisco	CA
	Cam	Keller	Maven	San Francisco	CA
	Janel	Levadoux	Maven	San Francisco	CA
	Mikelynn	Leverte	Maven	San Francisco	CA
	Lindsey	Shepherd	Full Circle, Inc.	Tempe	AZ
	Steffanie	Murphy	Full Circle, Inc.	Tempe	AZ
	Liz	Tobin	Full Circle, Inc	Tempe	AZ
	Jeff	Riley	Source Four	Denver	CO
	Molly	Waggoner	Source Four	Denver	CO
	Debbie	James	Source Four	Denver	CO
	Natasha	Narowski	Source Four	Denver	CO
	Marcus	Robinson	Source Four	Denver	CO
	Joseph	Riley	Source Four	Denver	CO
	Laura	Cortez	Source Four	Denver	CO
	Mckinlee	Wright	Source Four/Modular Interiors ship to	West Valley City	UT
	Gabby	Parulis	Source Four	Denver	CO
	Angela	Girdlestone	Source Four	Denver	CO
Great Lakes	**Matt**	**McCormick**	**Regional Vice President**	**Chicago**	**IL**
	Adam	Davis	Davis Interiors Inc	Milford	MI
	Natalie	Davis	Davis Interiors Inc	Milford	MI
	Cory	Davis	Davis Interiors Inc	Milford	MI
	Casie	Stuut	Davis Interiors Inc	Milford	MI
	Allison	Depottey	Davis Interiors Inc	Milford	MI
	Cheryl	Davis	The Davis Group	Columbus	OH
	Meredith	Hulse	The Davis Group	Columbus	OH
	Dirk	Turner	The Davis Group	Bellbrook	OH
	Ruth	Brown	The Davis Group - Design	Columbus	OH
	Brittany	Sullivan	The Davis Group	Columbus	OH
	Chad	Davis	The Davis Group	Columbus	OH
	Noah	Collon	The Davis Group	Columbus	OH
	Matt	Murray	The Murray Group	Jasper	IN
	Wendy	Murray	The Murray Group	Jasper	IN
	Tom	Graham	The Murray Group (INDY Market)	Fishers	IN
	Dick	Messerschmidt	M2 Inc.	Overland Park	KS
	Cameron	Messerschmidt	M2 Inc.	Olathe	KS
	Kim	Buske	M2 Inc.	Marion	IA
	Jody	Kirkpatrick	M2 Inc.	Canton	MI
	Beverly	Rehkop	M2 Inc.	Prairie Village	KS
	Tiffany	Rushing	M2 Inc.	Saint Louis	MO
	Ben	Wagner	True North	Minneapolis	MN
Northeast	**Adam**	**Bedell**	**Regional Vice President**	**Weehawken**	**NJ**
	John	Boyle	Boyle Group, The	Ballston Spa	NY
	Lisa	Boyle	Boyle Group, The	Ballston Spa	NY
	Jill	Jones	Boyle Group, The	Ballston Spa	NY
	Claudia	Boyle	Boyle Group, The	Ballston Spa	NY
	Natali	Cobb	Boyle Group, The	Ballston Spa	NY
	Liz	Szot	Boyle Group, The	Rochester	NY
	Tom	Caterino	Contract Sources, Ltd.	Boston	MA
	Janine	Bernabei	Contract Sources, Ltd.	Boston	MA
	Tony	Deleo	Contract Sources, Ltd.	Boston	MA
	Jillian	Birolini	Contract Sources, Ltd. Design	Boston	MA
	Fallyn	Dorbrusin	Contract Sources, Ltd.	Boston	MA
	Caitlin	Pryor	Contract Sources, Ltd. Design	Boston	MA
	Kristin	Chianca	Contract Sources, Ltd.	Boston	MA
	Varunee	Betts-Kosowan	Contract Sources, Ltd.	Boston	MA
	Kiera	Tobin-Rosman	Contract Sources, Ltd.	Boston	MA
	Todd	Irwin	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Alicia	Condie	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Michelle	Silvestre	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Dena	Knox	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Jason	Fedorek	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Susan	Cardone	KMA & Associates Inc. (PA)	Pittsburgh	PA
	Christine	Irwin	KMA & Associates, Inc	Pittsburgh	PA
Southeast	**Joe**	**Pace**	**Regional Vice President - Southeast**	**Melbourne Beach**	**FL**
	Andy	Anderson	Tag Rep Group	Birmingham	AL
	Jennifer	Cook	Tag Rep Group	Cantonment.	FL
	Jack	Fetner	Jack Fetner Associates, Inc.	High Point	NC
	Arden	Gurney	Jack Fetner Associates, Inc.	High Point	NC
	John	Skipper	Jack Fetner Associates, Inc.	Charlotte	NC
	Jeff	Ransom	Jack Fetner Associates, Inc.	High Point	NC
	Jackson	Fetner	Jack Fetner Associates, Inc.	High Point	NC
	Kathryn	Robinson	Jack Fetner Associates, Inc.	Richmond	VA
	Kelly	Joyner	The Joyner Group	Madison	MS
	Laurie	Martin	The Joyner Group	New Orleans	LA
	Greg	Luna	Luna - Facility Design Marketing Group	Collierville	TN
	Katie	Escovedo	Luna - Facility Design Marketing Group	North Little Rock	AR
	Dalton	Luna	Luna - Facility Design Marketing Group	Collierville	TN
	Mike	Denney	MDI Managing Principal	Houston	TX
	Margot	Mann	MDI - Principle w/ MDI	Houston	TX
	Allyson	Maxey	MDI - A & D / Distribution Sales	Austin	TX
	Lauren	Snowden	MDI - A & D / Distribution Sales	San Antonio	TX
	Natasha	Nava	MDI - Design Associate	Houston	TX
	Lori	LaFrance	MDI- Showroom & Materials	Houston	TX

	Linna	Yoon	MDI - Team Lead Designer	Houston	TX
	Teresa	Gasca	MDI Design Associate	Houston	TX
	Amanda	Campos	MDI - Sr. A & D Associate	Houston	TX
	Sara	Brayton	Brand Champion	Houston	TX
	Shannon	Schroeder	Design Director – remote		
	Savannah	Gresham	in Houston on the A+D team		
Territory	**First Name**	**Last Name**	**Title**	**City**	**State**
D - West	**Scott**	**Davis**	**Regional Vice President - West**	**Los Angeles**	**CA**
D - SoCal House	Erica	Salinas	Resource Market Manager S. California A & D Sepcialist	Los Angeles	CA
D - SoCal House	Laura	Misel	Healthcare Specialist	Los Angeles	CA
D - SoCal House	Hillarie	Martorell	District Sales Manager - San Diego	Los Angeles	CA
D - SoCal House	Ross	Harms	Seating Specialist	Los Angeles	CA
D - SoCal House	Megan	Plante	A&D Manager for Los Angeles and Orange County	Los Angeles	CA
D - SoCal House	Bianca	Lopez Malone	District Sales Manager	Los Angeles	CA
D - SoCal House	Jacob	Davis	District Sales Manager	Los Angeles	CA
D - SoCal House	Brian	Castellanos	District Sales Manager	Los Angeles	CA
D - Northeast	**Matt**	**McCormick**	**Regional VP - Northeast**	**Wilmette**	**IL**
D-Chicago House	Kylie	Ewing	District Sales Manager - Chicago	Chicago	IL
D- Chicago House	Liz	Zaczek	District Sales Manager - Chicago	Orland Park	IL
D - Chicago House Healthcare	Char	Rheault	Healthcare Specialist - Chicago	Chicago	IL
D - Chicago House	Mark	Hernandez	Sr. Project Manager - Chicago	Chicago	IL
D - Chicago House	Fabiola	Hernandez	Resource Market Manager - chicago	Chicago	IL
D - Chicago House	Elaine	Holub	District Sales Manager Chicago	Chicago	IL
D - WI House	Laura	Bush	District Sales Manager - Wisconsin	Pleasant Prairie	WI
D - Oseland	Greg	Oseland	District Sales Manager - Illinois (excl Chicago/Metro)	Teutopolis	IL
Northeast	**Adam**	**Bedell**	**Regional VP - Northeast**	**Weehawken**	**NJ**
D - NY House	Lisa	Sayre	District Sales Manager - NY Metro Area	New York	NY
D- NY House	Vanessa	Perry	District Sales Manager - NY	New York	NY
D - NY House	Robin	Dyson	Resource Market Manager - NYC	New York	NY
D - NY / NJ House	Jenn	Camp	District Sales Manager NY/NJ	New York	NY
D- NY House	Jim	Egan	District Sales Mgr	New York	NY
D- NY House	Nancy	Tine	District Sales Mgr NY	New York	NY
D - New Jersey	Stacia	Klui	District Sales Manager - NJ	Glen Rock	NJ
D - Philly House	Brian	Goy	District Sales Manager - Philly, S NJ	Yardley	PA
D - Philly House	Susan	Marck	District Sales Manager - Southeastern PA	Pocono Lake Preserve	PA
D - Philly House Healthcare	Heather	Shoop	EDAC / Healthcare Specialist / Eastern PA, Southern NJ and DE	Limerick	PA
D - DC House	Yonna	Boyce	District Sales Mgr DC	Washington	DC
D - DC House	Michelle	Menseck	Product Application Specialist	Washington	DC
D - DC House	Clare	Von Herbulis	Product Application Specialist	Washington	DC
D- DC House	Mary	Hussain	Resource Market Manager DC	Washington	DC
D- DC House	Kari	Wekluk	A&D Market Manager	Washington	DC
D- DC House	Craig	Davis	District Sales Manager DC	Bristow	VA
D - DC House	Jeff	Plost	Healthcare Specialist DC	Washington	DC
D - DC House	Keri	Kilbourne	District Sales Manager DC	Washington	DC
D - Southeast	**Joe**	**Pace**	**Regional VP - Southeast**	**Melbourne Beach**	**FL**
D - GA House	Scott	Hall	District Sales Manager GA	Atlanta	GA
D - GA House	John	Shannon	District Sales Manager GA	Atlanta	GA
D - GA House	Penny	Heritage	District Sales Manager SE GA & Jacksonville	Jacksonville	FL
D - GA House Healthcare	Lisa	Hoffmann	Healthcare Specialist - GA	Altanta	GA
D - GA House	Leigh	Quattrochi - Brown	Director of Workplace Solutions	Atlanta	GA
D - GA House	Amy	Prest	Product Application Specialist	Atlanta	GA
D - GA House	Maxwell	Smerka	District Sales Manager GA	Atlanta	GA
D - GA House	Grant	Huebner	District Sales Managers GA	Atlanta	GA
D - GA House	Kate	Bethel	Resource Market Manager	Atlanta	GA
D -FL House	Christina	Bracco - Jameson	District Sales Manager - Orlando	Leesburg	FL
D -FL House	Raquel	Ayres	District Sales Manager - Tampa	Tampa	FL
D -FL House	Maria	VanDeman	District Sales Manager - S. Florida	Miami	FL
D -FL House	Meagan	Johnson	District Sales Manager - S. Florida	West Palm Beach	FL
D -FL House	Daniella	Gruenthal	Product Application Specialist	Boca Raton	FL
D-FL House	Mike	Ayres	Seating Specialist - FL	Tampa	FL
D- FL House Healthcare	Michelle	Lockard	Healthcare Specialist - Florida	Riverview	FL
D - TN House	Carlie	Campbell	District Sales Manager	Nashville	TN
D- TN House	Barbie	Thomas	District Sales Manager/Knoxville	Knoxville	TN
D - No TX House	Diana	Leach	District Sales Manager	Dallas	TX
D - No TX House	Vicky	Klasing	District Sales Manager	Dallas	TX
D - No TX House	Amanda	Tribo	Resource Market Manager - Dallas TX	Dallas	TX
D - No TX House	Kaitlin	Snow	Design Sales Manager	Dallas	TX
D - No TX House	Kelsey	Sievers	Design Project Manager	Dallas	TX
D-No TX House	Liam	Shannon	Seating Specialist	Dallas	TX
D - No TX House / Healthcare	Geri	Hieronymus	District Sales Manager / Healthcare Specialist	Dallas	TX
D	**John**	**Buening**	**Director of Corporate Accts**	**Huntingburg**	**IN**
D	David	Hutton	Director of International Sales	Spring	TX
ROOM REPRESENTATIVES					
Name		**Title**	**Email Address**		
Charlie Benasich		Professional Services, Manager	charlie.benasich@room.com		
Adrianna Cortez		Account Executive	adcortez@room.com		
Alex Abraham		Digital Product Lead	alex.abraham@room.com		
Brandon Sosa		Senior Account Executive	bsosa@room.com		
Brian Crow		Account Executive	bcrow@room.com		
Elyse Heckman		VP, Communications, Brand Marketing & Partnerships	eh@room.com		
Erika Wong		Sales Success, Associate	ewong@room.com		
Gabrielle Diaz		Account Manager	gdiaz@room.com		
Jean Ratanaphaithun		Sales Operations Specialist	jratanaphaithun@room.com		
Jeff Iftekaruddin		Professional Services, Senior Manager	ji@room.com		
Justin Dollinger		VP of Product Engineering	jd@room.com		
Keryn Stauble		Director of Strategic Partnerships & Channel Sales	kstauble@room.com		
Lauren Foley		Customer Support, Associate	lauren.foley@room.com		
Maeghan Reid		Sr. Director, North American Sales	mreid@room.com		
Michael Eddy		Professional Services, Manager	mike.eddy@room.com		
Michal Grimes		Account Executive	mgrimes@room.com		

Morten Meisner-Jensen		Managing Director	mm@room.com		
Najib Mukadam		Director, Strategy and Business Development	nmukadam@room.com		
Nancy Maloney		Senior Enterprise Account Manager	nmaloney@room.com		
Peter Toft		Service Logistics, Senior Manager	pete.toft@room.com		
Ryan Lenz		Senior Enterprise Account Manager	rlenz@room.com		
Samantha Krotz		Director of Services	sam.krotz@room.com		
Samuel Laguerre		Account Executive	slaguerre@room.com		
Thierry Ondet		VP, Sales	tondet@room.com		
William MacEwen		Sales Strategy & Operations Senior Manager	wmacewen@room.com		
Yuan Gong		Mechanical Engineer	yg@room.com		
Lucy Russell		Sales Development Representative	lrussell@room.com		
Leonard Ofeciar		Sales Development Representative	lofeciar@room.com		